Exhibit A

ATTORNEYS AT LAW

Certificate of Accuracy

This is to certify the attached

Mr. Sompote Saengduenchai, testimony on September 22-23, 30, 1999, October 1, 4-5, and 27-28, 1999, November 1-2, 4, 12, 15-17, 1999, June 9, 2004, January 17, 2005, November 28, 2005, and June 2, 2006

originally written in the Thai language is, to the best of our knowledge and belief, a true, accurate and complete translation into the English language.

Date: November 11, 2016

(Nonthapat Khuttaku)
Associate
Able & Primpton Co., Ltd.

Sworn and signed before me this 11th day of November 2016

(Pattarasupang Chalermnou)

Notary Public

Reg.No./ทะเบียนที่ 3546 / 2556
Commission Expires/ครบกำหนดวันที่
Date/วันที่ June 30, 2017

Able and Primpton Co., Ltd.
65/132, 16th Fl. Chamnan Phenjati Business Center, Rama 9 Road, Huai Khwang Sub-district, Huai Khwang District, Bangkok 10310
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(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 22 Month: September Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Somphot Saengdueanchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, Chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1, 2's attorney examination

I graduated from filming department of Bangkok Technical College in 1960.

During my study, I worked at the advertisement division of the filming department of Government Saving Bank.

In 1962, the Government Saving Bank of Thailand sent me to study advertisement in Japan.

During my work at Government Saving Bank, I took a special job as photographer to some magazine such as Vittayasan, Chaiyapruk and Chaokrung.

I knew Hem Vejjakorn who worked at the art department of Chaiyapruk magazine.

Mr. Hem Vejjakorn had drawn illustrations for the stories like Khaki and Vessantara. Moreover, he also drew posters for the history of Buddha.

The illustrations drawn by Mr. Hem Vejjakorn have been submitted to the court by defendant's attorney as per document Lor.239.

The cover page is a photocopy of the picture of Garuda drawn by Mr. Hem Vejjakorn.

Garuda is an animal in Thai literature for more than 100 years.

As far as I know, there is no Garuda in Japan.

I have studied the literature named Ramayana which is Thai literature translated by King Rama II of Thailand. There are a lot of animals in this literature such as monkey, giant and etc. The story originated from India.

I have collected pictures since I was in the 12th grade. The pictures appear in the album as per document Lor.240.

While working at the Government Saving Bank, the bank published some album for kids and I was a photographer and editor for the album, as per document Lor. 241, while this album (as per document Lor.242) presented to the Court is the original copy.

I used to work with Mr. Hem Vejjakorn and we were photographed together, as shown in the album as per document Lor.243.

In 2505 B.E. or 1962, I went to study advertisement at Toho Co., Ltd. in Tokyo. My study covered the producing of movie.

I was the first person from Thailand who officially study at Toho.

The reason I have to study in Japan is because my brother in law, Mr. Varee Pongvech, who worked at Bank of Thailand, and his friends, Mr. Sommai Hundakul and Dr. Buay Engpakorn, supported me to study there. Mr. Varee and Mr. Sommai were Japanese alumni. Besides, those three people knew the President of Japanese Mitsui Bank, Mr. Kirijilo Sato. Mitsui Bank was the largest bank in Japan.

The reason I have to study advertisement and filming at Toho is that Toho was the biggest Film Studio in Japan at that time, distributing its work all over the world.

Until now, I was the first and the only Thai who had studied at Toho.

Mitsui Bank had arranged a study program for me, I was allowed to study there for 2 years. I finished the program and received a certificate after 1 year.

Newspaper had interviewed me and published my story during my study. On my graduation, the newspaper also interviewed and published my story. For instance, the newspaper Sanseri dated 7 October, 1962 as shown in document Jor.248 and the newspaper Kiatisak, as per document Lor.244. I have collected them into the album as per document Lor.245.

According to the newspaper as shown in album as per Lor.245, I received the certificate from the President of Toho, Mr. Utaka Chibayama, who was a world-class director at that time. He was the same person as shown in picture as per document Lor.122.

The famous person in filming industry was Mr. Akira Kurosawa, the biography of him was shown in document Lor.246 and 247. His famous works are Rashomon, Seven Samurai and others award winning movies from several international competitions. The famous directors today, such as Stephen Spielberg and George Lucas, used to be the student of Mr. Akira. The Star War movie was developed from Mr. Akira's work.

Some other famous filmmakers of Toho were Mr. Ishirō Honda, Mr. Eiji Tsuburaya and Mr. Hiroshi Inagaki. Mr. Eiji Tsuburaya was the only special effect technician at Toho and in Japan.

Those famous filmmakers and producers were all my teachers. Document Lor.178 shows their signatures and blessing message given to me. The signatures were given around 1962, when there was a ceremony on 30th anniversary of Toho

The blessing of Mr. Eiji can be translated as "Hope that little Sompote have attempts and endurance". The blessing was written in English on 12 July, 1962. The signature of Mr. Eiji also appeared.

"Little" which pronounces "Kong" in Japanese is used for the offspring, while the word "San" is for normal people. I personally called Mr. Eiji "Otto San" which means "Father".

At that time, Toho was famous for movies related to culture and fantasy. King Kong and Godzilla are their famous characters popular in Thailand and all over the world.

The red circle mark was the company seal of Toho.

King Kong and Godzilla were produced by having the actors wear the costume. A person who was specialized in this kind of production was Mr. Eiji Tsuburaya.

Mr. Eiji was the producer of King Kong and Godzilla of which copyright belonged to Toho. These movies received enormous box office, the market targeted at kids and young people.

The signature of Mr. Eiji, when reading horizontally, was in English, but when reading vertically from the reverse side of paper was "Tsuburaya Eiji" in Japanese.

Mr. Noboru also has this unique style of signature. This is unknown to the stranger.

As far as I know, except me, nobody has ever received a document containing the signatures of all famous directors as shown in the document Lor.178.

The current president of Toho, Mr. Isaoo Matsuoka, said that he was the president of Toho, but had never seen so many directors giving their signatures in the same paper. It's a priceless document. Moreover, Mr. Kazuo had offered JPY 5 million (equals to approximately 1.5 million THB) to buy it.

The album, as per document Lor.248, shows the painting of Ramayana at the wall in the Grand Palace. It was my collection given as a gift for each director mentioned above.

(The witness has given the testimony until this time at 15.00 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the next appointment.)

/ read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Sirariyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

…… (Signature)……Witness

…… (Signature)….. Plaintiff's attorney

…… (Signature)….. Defendant 1, 2's attorney

…… (Signature)….. Defendant 3's attorney

…… (Signature)….. Defendant 4's attorney

…… (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 23 Month: September Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Somphot Saengducanchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, Chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1, 2's attorney examination (Continue from the appointment on 22 September 1999)

Person situated at the left side of a picture, presented to the Court, as per document Lor.249, was a manager of Mitsui bank, Thailand branch. The person situated at the right side was me, while the person situated at the center of the picture is a famous Japanese actor. This picture was published on the newspaper in Thailand, as per document Lor.243 and Lor.245.

There was no other foreigner studied the film production at Toho Co., Ltd.

President of Mitsui Bank, a friend of the president of Toho Co., Ltd., was a person who recommended me to Toho Co., Ltd.

The Thai Embassy in Tokyo considered me as an honorary person. They viewed me as the person who broadcasts a country's reputation. As a result, the Thai embassy would invite me to many reception parties as appear on the invitation as per document Lor. 250. Field Marshal P. Phibunsongkhram, while on his exile in Japan, also gave me a picture, as per document Lor.251.

The personal of Toho Co., Ltd. acknowledged my status in Japan and the president of Mitsui bank also had the manager of Mitsui bank in Thailand to be my interpreter in the first two months.

On the second day, when I reported myself with the president, the president of Mitsui bank had ordered Mr. Fujimoto, the managing director of the studio, to take care of me. On that day, even Mr. Eiji Tsuburaya also had a lower status than me.

My status was at the same level as the manager of Toho Co., Ltd. I was sat at the same table with them while eating.

Afterward, 2 months later, I had a free time with Mr. Eiji Tsuburaya. I did not have to shoot movie like other employees and Toho Co., Ltd. would take care of me.

The screenplay writer, the shooter, light manager, screen manager photographer was considered as lower officer.

The rule of Toho Co., Ltd. was that the photography was prohibited in the studio because they wanted to keep their trade secret. However, I was permitted to bring the camera in and permitted to take photo.

The photo (as per document Lor.252) was taken with Japanese actor in the film studio. In addition, there is a detail appears in the photo album as per document Lor.243, Lor.245 and Lor.253.

The person involved with the production of King Kong and Godzilla movie, which were the human wearing a monster figure, was Mr. Eiji Tsuburaya.

I watched Godzilla movie and told Mr. Eiji that this type of film had only destruction and there should be a hero who defeats such monster. Godzilla should not be a hero because Godzilla is an animal. Mr. Eiji agreed that there should be a giant human to defeat Godzilla and other monsters.

Mr. Eiji said that he needed to create the new character. So I told him that I had an idea.

After he had gotten my idea, Mr. Eiji told me that he wanted to create his own television movie and would create the character for the television by himself not through Toho Co., Ltd.

Thereafter, Mr. Eiji established Tsuburaya Tokugi Production Co., Ltd. (Tokugi means Special Effect), which thereafter would be Tsuburaya Production Co., Ltd. (Plaintiff).

Mr. Eiji's production was still based on the human wearing a costume, targeting on children and youngster, which was a good creation. In his opinion, there would be no blood and the hero must not have a violent character but rather had a charm smile. The hero needed to defeat the monster of the same size and needed to have more power than the monster. The special effect would be used in the production.

On that day, Toho Co., Ltd. focused on the production of film movie and did not produce the television movie. As a result, in order to avoid the competition with Toho Co., Ltd., which is a giant in the film industry, Mr. Eiji focused on the production of the television movie.

Mr. Eiji did not have the talent on the creating the character.

I presented him a photo gallery so he can choose the character of the hero.

I made a photocopy of picture of Garuda as per document Lor.239 and some pages in other 3 books as per document Lor.254 and gave them to Mr. Eiji. In addition, I also gave the album of the Thai literature such as Ramakien and Kritong to Mr. Eiji.

Character of the first designed ULTRAMAN as per document Jor.18, which was called Bemlor, was from the outline of the Garuda. Afterward, it was developed into Redman, which the idea was from the book as per document Lor.254.

The picture, as per document Lor.254, was a Viking worrier, which was the god of the fighting.

The ULTRAMAN is similar to the picture in page 1353 of the Encyclopedia, as per document Lor.254. Such book has the content specifying that it was published on 1961 and broadcasted on 1962. The book has several pictures related to Thailand such as temple and giant. I took a photocopy of the pictures to Mr. Eiji., which specially liked a picture of giant.

All the pictures attached in the book, as per document Lor.254, were attached by me in order to compare with the picture of warrior in the book. The pictures came from several books and each book was large and heavy. I wanted them to be kept in the same place for convenience in researching and comparison.

The pictures in the book, as per document Lor.254, is a cut and paste picture of Godzilla and ULTRA Q.

The original outline of ULTRA Q is pursuant to the bookmarked page of document Lor.17.

Mr. Eiji had seen the picture of the warrior and still disapproved because it still looked violent. I proposed that in order to make it softer, he needs to use the Buddha statue.

The outline of Buddha statue proposed to Mr. Eiji is pursuant to the cut and paste picture in the book, as per document Lor.234, and picture No.21-24 in the album as per document Lor.243.

Picture 24 of document Lor.245 is a picture of Mr. Eiji looking at the album of Buddha statue, as per document Lor.243.

As a result, the outline of ULTRAMAN face, used by Mr. Eiji, came from Sukhothai Buddha statue.

The Plaintiff's testimony that the outline of ULTRAMAN face came from Japanese Buddha statue, pursuant to page 38 of document Jor.102, is inaccurate. This book, which referred to by the Plaintiff, was written by the critic who did not know the fact.

I gave the picture of the Buddha biography, painted by Mr. Hem Vejjakorn, to Mr. Eiji. In addition, I gave him the pictures of Bodhisattva in several images taken by me from the Japanese museum. I also showed him the replica, which I purchased, to Mr. Eiji.

Mr. Eiji saw them and said that he will use the Thai Buddha statue.

The Japanese Buddha stature, pursuant to book as per document Jor.102, was built around 200 years ago, while the Sukhothai Buddha statue was built around 700 years ago.

In my understanding, before become enlightened, the Buddha had defeated several devils. However, as the Buddha story could not be produced as a movie, the miraculous of the Buddha in order to defeat the devils and teach people was used.

Mr. Eiji told me that the posture of ULTRAMAN should be applied from the form of Superman. I was of the view that the posture of the Buddha when defeating the devil, such as the standing posture, looked similar to the Superman posture, and while the raising hand posture looked like the ULTRAMAN unleashing his power.

The idea of monsters came from the Thai literatures such as Ramakien. The Komora in the ULTRAMAN, pursuant to page 72 of document Jor.18 looked like Torapee and Torapa, pursuant to document Lor.255.

Koragon monster, pursuant to ULTRAMAN book as per document Lor.105, was similar to Thai dragon, pursuant to the compared picture as per document Lor.256. However, as the dragon is a 4 legs monster, it would be hard for human to wear the costume figure. As a result the monster was modified to be 2 legs monster.

There were photos taken while I stayed with Mr. Eiji, pursuant to document Lor.123, Lor.124 and Lor.127 and Lor.257, which was resent.

A picture, as in the first page of per document Lor.257, is picture of Mr. Eiji holding Kritong book.

A picture, as per document Lor.127, is a picture of Mr. Eiji looking at the picture in the album. The picture he looked at is picture No.7 of document Lor.243.

Picture (as per document Lor.124) complies with the picture in a book as per page 129 of document Lor.7.

In the picture (as per document Lor.123) that shows Mr. Eiji looking at postcard and album, the postcard has picture of giant in the album as per document Lor.242, while the album is the album (as per document Lor.240).

A picture as per document Lor.258 is a photo of me taken with Godzilla and King Kong.

The 2 pictures, as per document Lor.259, show the close relationship between me and Mr. Eiji.

Picture, as per document Lor.134, is a photo of me taken with ULTRA Q actor.

All pictures, as per document Lor.260, are the photo taken during the shooting of ULTRAMAN movie. On the above left picture is a photo of Mr. Kurakata, the mechanic, and Mr. Toru Narita, which claimed by the Plaintiff as the designer of ULTRAMAN's character.

Mr. Kurakata was the inventor of mechanism at the heart and forehead of ULTRAMAN and the original mold of the ULTRA SEVEN, pursuant to physical evidence as per document Lor.261.

In summary, I involved with the production of ULTRAMAN because I was the proposer of idea since the beginning to Mr. Eiji Tsuburaya. After the proposed idea had been agreed, Mr. Eiji ordered his team to follow the idea.

I did not involve with the performance with the team because my status is too high to be the screenplay writer, photographer or sketcher.

Mr. Eiji also did not involve with the screenplay writing, photographing, sketching or performance, which were done by the team.

The team member followed the order from Mr. Eiji and was in the position of employee. Although they drafted the outline, sketched the outline or wrote the screenplay, they are not the copyright owner.

(The witness has given the testimony until this time at 12.00 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the afternoon.) / read

…….. (Signature) ……..Judge (record-read)	..... (Signature)……Witness
(Mr. Phonphet Wichitchonchai)	..... (Signature)….. Plaintiff's attorney
	..... (Signature)….. Defendant 1, 2's attorney
…… (Signature)…….Judge	..... (Signature)….. Defendant 3's attorney
(Mr. Sonchai Sirariyakul)	..... (Signature)….. Defendant 4's attorney
	…... (Signature)….. Defendant 2
…… (Signature)…….Associate judge	……(Signature)….. Defendant 3
(Mr. Pramuk Sawatmongkol)	
	…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 23 Month: September Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Somphot Saengducanchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, Chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1,2's attorney examination (Continue from the morning)

The name "ULTRAMAN" came from "OTTOMAN", pursuant to bookmarked page book (as per document Lor.254).

OTTOMAN means the Turk warrior who wore armor.

Mr. Eiji preferred to use the word "Urutoraman", which is a Japanese word means "somersault". However, Mr. Eiji finally decided to use the word "ULTRAMAN".

When using the word ULTRAMAN in Thailand, I named it as "Super Human".

The reason for establishing of Tsuburaya Production Co., Ltd. and Tsuburaya Enterprise Co., Ltd., while still working with Toho Co., Ltd is because Mr. Eiji saw that he has already done so much for Toho Co., Ltd.

The reason I create the ULTRAMAN's character as human because I saw that human is above the animal.

The management of Japanese company is that when the boss gave the order, everyone must comply with that order, like the order from the emperor.

Whether in any age, the management of Tsuburaya Production Co., Ltd. and Tsuburaya Enterprise Co., Ltd. is that when the president gave the order, everyone must comply with that order. The director has the duty only to follow the work assigned.

Most of the directors climb up from the low level employee.

After I had returned to Thailand, I produced the movie to broadcast on the television. Thereafter I produced the movie to be screened on the cinema. Most of my movies are based on the Thai literature and the folk tale.

For the form of movie which has a human wearing the costume figure, I produced Thatien, which is a story of the battle between Wat Jang giant and Wat Pho giant (Wat means temple), pursuant to document Lor.107, Lor.108 and Lor.109. The movie was successful and earned a lot of revenue and also received a plaque, as per document Lor.262.

The portfolio of my movies production is pursuant to document Lor.263.

The Phaendin Wippayok (แผ่นดินวิปโยค) movie was successful. The president of Toho Co., Ltd. wrote the certification for me, pursuant to document Lor.264 with Thai translation attached at the end. This certification was handwritten, which was the tradition that only close friend would write to each other.

The Thai ambassador in Japan also issued the letter to congratulate me, pursuant to document Lor.265.

Document Lor.266 is the certification from Toho Co., Ltd. to thank me for the assistance in the film production and appointed me as a member of Toho Co., Ltd.

Other movies also received the plaques, pursuant to document Lor.267.

The movies, which I produced and involved with Plaintiff, are "HANUMAN AND 7 ULTRAMAN" and "GIANT AND JUMBO A".

The GIANT AND JUMBO A received a plaque, as per document Lor.263, while HANUMAN AND 7 ULTRAMAN also received a plaque, as per document Lor.269.

In addition, I also received an award from the Asian film contest in Indonesia, pursuant to the certification and the award, as per document Lor. 270.

Furthermore, Toho Co., Ltd. also licensed me a copyright of Ikkyusan and Doraemon movie, pursuant to document Lor.271.

Document Lor.272 is the agreement that I hired Plaintiff to assist in the production of Jorake (จระเข้) movie in Thailand.

Document Lor.273 is the agreement which I sold the HANUMAN AND 5 KAMEN RIDER movie to Shaw Brother Co., Ltd, Hong Kong.

When the Department of Intellectual Property allowed for the registration of copyright, I registered the copyright, pursuant to document Lor.33, Lor.34.

I had displayed my works in the World Trade 95 exhibition at Nakhon Ratchasima province, pursuant to document Lor.36 and Lor.274.

In the World Trade exhibition, I also displayed the pictures of ULTRAMAN and monster, pursuant to document Lor.275.

Document Lor.276 is a calendar of HANUMAN AND 7 ULTRAMAN and HANUMAN and 5 KAMEN RIDER.

I hired the Plaintiff to produce the GIANT AND JUMBO A movie in the amount of USD 45,000.

The paper used for copy during 1973 would be glossy and wet.

Document Lor.37 is a notice, which the Plaintiff notified me to make a payment for the material cost and wage.

List No.1 and No.2 is a wage, while list No.3 is material cost.

Mr. Noboru signed his signature on the agreement, as per document Lor.177, before me and the reporter from newspaper and television at Mr. Noboru's house in Tokyo.

Before the production of GIANT AND JUMBO A would start on 16 June 1973, Mr. Noboru used to invite Taiwanese person to jointly produce the movie with me. The Taiwanese person would invest in the amount of USD 30,000 and I would invest in the amount of USD 20,000. The agreement was signed at Tsuburaya Enterprise Co., Ltd., pursuant to document Lor.277.

My counterparty was Sing Hwa Co., Ltd., which is the distributor in Hong Kong, while the main company is in Taiwan. The THAI BULIN means my party. This movie used the character from GIANT AND JUMBO A movie.

On that day, Mr. Noboru was the president of both Plaintiff and Tsuburaya Enterprise Co., Ltd.

This agreement was already signed and has Mr. Lee Kenlin (read in Chinese as Lee Shien Long) signed as witness. Mr. Lee Shien Long is the person pursuant to the name card (at the bottom) as per document Lor.220.

Mr. Noburu introduced me to those 2 Taiwanese men. Afterward, Mr. Noboru informed me that Taiwan had refused to produce the movie. Mr. Noboru told me that if I invest alone, he will reduce the price for USD 5,000. I agreed and hired Plaintiff to produce the movie, pursuant to document Lor.177.

In addition from the production cost in the amount of USD 45,000, the Plaintiff also requested for the film maintenance fees and material cost, which used in the additional production in the amount

around JPY 5,000,000, pursuant to document Lor.278. In addition, I also had to make a payment for the expense for the special effect in the amount of JPY 1,600,000 to Den Film Co., Ltd., pursuant to document Lor.162.

The agreement, as per document Lor.177, was made at Mr. Noboru's house before the actors and the reporters from newspaper and television. There was a photo taken on that date, 5 October 1973. However, the date appearing on the reverse side of the photo is 16 October 1973, which is the date that the picture was printed in Thailand, pursuant to document Lor.219. The first photo was the actor taken with me. The photo at the bottom was Mr. Noboru taken with me and Mr. Toyoaki Dan, while the person without a name specified is a reporter.

I had traveled to Japan on 22 September 1973 and returned on 13 October 1973.

The evidence of the entering Thailand is pursuant to the arrival seal, dated 13 October 1973. However, there is no Thai immigration departure seal because it is on another page in the lost passport without photocopy taken, pursuant to the copy of the photo of the passport as per document Lor.279.

The screenplay of this movie is pursuant to document Lor.110. This document specifies that I and Mr. Toyoaki Dan are the producer.

The person in document Lor.177 is Mr. Arkira Tsuburaya, Hiroyasu Yamaura and Mr. Bunzo Wagaugi, which their names show in the screenplay (Lor.110).

Document Lor.177 and Jor.22/1 are the copy taken from the same original document. The document Jor.22/1 was taken by me and certified the correction. It was taken on 1996 and gave to Mr. Ugawa, who said that he would examine it in order to prepare the apology letter for me.

Plaintiff had notary public to notarize the signature of Mr. Noboru in this copy (as per document Jor.22/1). As a result, my copy will not have the notary public certification seal.

Thereafter, Mr. Takano had signed to certify this copy when submitted to the Economic Crime Suppression Division.

When I examined signature of Mr. Noboru in document Lor.177 and signature in the dispute 1976 agreement as per document Lorr.10, I certified that they were similar because they were signed before me.

The agreement, as per document Lor.177, regulates the duration for the producer to submit the original film to me within 20 December 1973 (such agreement was dated on 5 October 1973).

This agreement is the agreement for the production of 60 minutes film.

The payment was made in 2 installments. The first payment in the amount of USD 15,000 was made in 11 October 1973 and the second payment in the amount of USD 30,000 was made in 30 November 1973.

The materials needed to be sent are listed in Clause 4. Clause 1, 2, 3 was original negative, original positive and S.E. tape respectively. Detail is as on document Lor.177.

Document Lor.37 is the invoice in the amount of USD 15,000, which has 3 lists and complies with Clause 4 of the agreement as per document Lor.177.

Clause 4 of document Lor.177 specifies 16 mm S.E. tape because it is almost half cheaper than 35 mm with the same quality.

Clause 2 of the agreement, as per document Lor.177, explicitly specifies the expense and the payment date. When examining document Jor.83 which was claimed by the Plaintiff as the agreement of the same issue, it could be seen that Mr. Noboru really signed his name in such agreement before me. In addition, when comparing signature of Mr. Noboru in the agreement with signature of Mr. Noboru in the invoice as per document Lor.37, I saw that they are similar. The Plaintiff also has never disputed that signature of Mr. Noboru in document Lor.37 was false or inaccurate.

When I signed my name on the document Jor.83, there was neither handwriting written in Japanese nor other numbers appeared on the document. The agreement, as per document Jor.83, had not actually been performed. I signed my name in the agreement because the agreement was made for the Plaintiff's trade benefit in Japan and would not be used in Thailand.

I do not know whether or not or any particular type of the trade benefit which Mr. Noboru claimed in order to make the agreement.

I and Mr. Noboru did not have the intention to comply with the agreement. The Japanese handwriting appeared should later be written by the Plaintiff's personal. I have never thought that Plaintiff would use this agreement for the exploitation.

The reason I signed the agreement, as per document Jor.83, after I had already signed the agreement, as per document Lor.177, even I did not have any intention to comply with the agreement, is because Mr. Noboru told me that the agreement will be used for the benefit of Plaintiff and for the sake of Mr. Noboru who was like a brother to me.

Pursuant to this agreement, as per document Lor.177, the Plaintiff did not calculate the copyright fees for JUMBO A and has never requested for the payment. Plaintiff was a contractor for production.

The content specified in the original copy of the agreement, as per document Jor.83, is inaccurate. Due to the fact that the name of specified producer, pursuant to document Jor.83, is Mr. Noboru, but his name was not appeared in the screenplay, as per document Lor.110, although he requested his name to be specified in order to use it in the Plaintiff (company).

The production cost was of the similar content but with the different amount.

Document Jor.83 uses the word licensee and licensor but the agreement, as per document Lor.177, does not use these two words as there was no license fee payment.

However, the agreement, as per document Jor.83, also does not specify the amount of license fee.

Mr. Hiroyasu Yamaura and Mr. Bunsho Wakatzuki, pursuant to agreement, as per document Lor.177, use the word scenario, which has the same meaning as screenplay in document Lor.110 but document Jor.83 uses the word writer.

Document Jor.83 specifies that the production cost for 60 minutes movie is in the amount of USD 15,000. I saw that it is impossible because the cost of the film was already paid. The invoice, as per document Lor.37, in the amount of USD 15,000 can be distinguished into 2 lists of wage and 1 cost of tape, which are the actual prices.

However, the Plaintiff's invoice, as per document Jor.83, in the amount of USD 15,000 is the cost of film and tape.

The agreement, as per document Lor.177, does not specify the scope of the exercise of right as it is the film production agreement. However, Clause 5 of document Jor.83 limits the exercise of right in several countries.

In addition, the agreement, as per document Jor.83, specifies that the agreement was made on 26 November 1973 and the delivery date was on 13 December 1973, which was 17 days apart. The 60 minutes movie, which uses special technique, cannot be made within that period as it will need 2 months to prepare the special technique.

Clause 2 of the agreement, as per document Jor.83, specifies that the production cost in the amount of USD 15,000 will be paid upon the receiving of the revenue but specifies the payer and receiver as Licensee and Licensor respectively. I am of the view that it is unusual as the producer would request for the money prior to the production.

Document Jor.83 specifies that it needs approximately Baht 100,000 to purchase the 33 mm tape. Such amount was the rate at that time. The amount of 16 mm tape is half of such price.

The invoice, as per document Jor.83, dated on 13 November 1973 (note: it was misspelled to Noember). However, the agreement was dated on 26 November 1973, which is impossible because it is the debt collection before the agreement occurred.

The asking for payment was done on 7 March 1974, while the real agreement, as per document Lor.177, was dated on 5 October 1973.

In summary, the agreement, as per document Lor.177, has the signature of Mr. Noboru signed before me. The invoice, as per document Lor.37, was also signed by Mr. Noboru. The Plaintiff has never disputed the signature, as per document Lor.37, but Plaintiff brought this signature, as per document Lor.37, to Suimei Institute in order to use as the correct example of Mr. Noboru's signature.

The photo, as per document Lor188, is the enlarged photo of Mr. Morishima examining the document Jor.83, which taken by me at Keio shopping center in Japan on 14 April 1998. The agreement on the table is document Lor.177. Mr. Morishima accepted that it was accurate. However, for the agreement, as per document Jor.83, Mr. Morishima said that there were many suspicious provisions. Mr. Morishima said that he typed it pursuant to document Jor.83 but did not add the additional content. On that day, we talked around 1 hour and finished 2 glasses of drink, not 10 minutes as testified by Mr. Morishima. Mr. Morishima said that the document Jor.83 was inaccurate and why using it.

(The witness has given the testimony until this time at 5.00 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the afternoon.) / read

…….. (Signature) ……..Judge (record-read)	..... (Signature)……Witness
(Mr. Phonphet Wichitchonchai)	…... (Signature)….. Plaintiff's attorney
	..... (Signature)….. Defendant 1, 2's attorney
…… (Signature)…….Judge	..... (Signature)….. Defendant 3's attorney
(Mr. Sonchai Sirariyakul)	..... (Signature)….. Defendant 4's attorney

…… (Signature)…… Defendant 2

…… (Signature)……Associate judge

……(Signature)….. Defendant 3

(Mr. Pramuk Sawatmongkol)

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 30 Month: September Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1,2's attorney examination (Continue from 28 September 1999)

The HANUMAN AND 7 ULTRAMAN movie also had the employment agreement, pursuant to document Lor.103, which specifies in such agreement that "White Monkey HANUMAN & ৬ ULTRA Brothers" is the same movie as "HANUMAN AND 7 ULTRAMAN" that matches with Clause 1.2 of the agreement (as on document Lor.10).

The agreement (as per document Lor.103) was made by Plaintiff. The signature in the agreement is Mr. Noboru Tsuburaya's signature, which signs initial by using the word N.T. I also signed my signature in this agreement both full and initial.

The word "Chiyo Film" in the agreement (as per document Lor.103) is the trade name of Defendant 2.

The content was type in the agreement by leaving the space to be filled. The handwriting on the space left to specifics the date is mine.

The agreement (as per document Lor.103) specifies the producing cost in the amount of USD 90,000.

Although, this agreement is not licensing agreement, Plaintiff used the word "license, licensor", which on that time the agreement was not understood as licensing agreement. When considers the content, it can be seen that there is no specification of the compensation for the right usage.

There was a production of movie pursuant to the agreement as appears on the photo taken during the shooting (as per document Lor.93, Lor.112, Lor.129 and Lor.164) including the album (as per document Lor.285). The leading actors in this movie are Pawana Chanajit and Yodchai Meksuwan. The photo (as per document Lor.90) is a photo of Pawana and Mr. Noboru.

The shooting staff is appears as on the photo (as per document Lor.16). The Japanese word in the photo can be translated as "HANUMAN AND 7 ULTRAMAM", which was screened at Chalerm Krung cinema. There was the advertising in newspaper and the publishing of poster (as per document Lor.74 and Lor.75 respectively).

This movie was approved the censorship from the authority, pursuant to document Lor.287, which was showed. The photo of the screening of movie at Chalerm Krung cinema appears as on document Lor.54 and Lor.97.

The photo (as per document Lor.54) shows Mr. Noboru hold Defendant 3 with my wife stood beside.

I purchased the costume figure from Plaintiff.

This movie was advertised through the coloring book (as per document Lor.96) and the calendar (as per document Lor.276).

Mr. Noboru broadcasted this movie in movie, VDO and laser disk, pursuant to the VDO (as per document Lor.98), the translation (as per document Lor.9), laser disk (as per document Lor.100) and the translation (as per document Lor.101).

In addition, it also broadcasted on several publishing, pursuant to document Lor.19, Lor.191, Lor.101, Lor.102 and Lor.106, including the album (as per document Lor.105).

There is a picture of the poster of this movie both Thai and Japanese version on page 284 of document Lor.105.

The Plaintiff focused on the broadcast in television.

The evidence, which shows that Plaintiff broadcasted this movie in the cinema, is the book of 25th anniversary of ULTRAMAN, pursuant to the inside cover of document Lor.191.

The screenplay of this movie was published by the Plaintiff. The Plaintiff specifies that it was a co-production, which is not true because, in reality, I hired Plaintiff to produce the movie, pursuant to document Lor.41.

Plaintiff published the book (as per document Lor.41) to sell in front of the cinema.

The reason I did not dispute the content in the book (as per document Lor.41) is because I deem that already received the right pursuant to 1976 agreement. The using of right in Japan is Plaintiff business.

Document Lor.229 is the invoice of producing cost of HANUMAN movie by specifies that it is the expense for film and tape, which has a signature of Mr. Noboru in English.

The original copy of document Lor.103 is kept with me. Already examined and returned, matched with document Jor.22 and page 3 of document Lpr.183.

Document Jor.22 is a copy of photo, which has a make of notarize from japan notary public and certified the correction by Mr. Takano.

Plaintiff had taken the photocopy of document Jor.22 before submitted to the Economic Crime Suppression Department and kept in the case document (as per document Lor.6).

The signature of Mr. Noboru in the agreement (as per document Lor.103) and the invoice (as per document Lor.229) have never been disputed by the Plaintiff and the Plaintiff also gave the signatures to the Office of Police Forensic Science to use as a sample for comparison.

The signature of Mr. Noboru and the signature of me in the HANUMAN agreement (as per document Jor.160) are real. The date was written by me and other content is similar. The agreement was made in duplicate (as per document Lor.103 and Lor.160) the word in document Lor.103, which written by me, is the full word of "September" in line 2. While in document Jor.160, I only wrote the short word "Sep".

Although, the Plaintiff sent the sample of Mr. Noboru's signature to investigate both in Japan and Thailand, the Plaintiff did not send the signature in document Jor.160 for the investigation.

Document Lor.288 is a quotation for the ULTRAMAN figure which displayed in front of Chalerm Krung cinema.

Document Lor.22 is an invoice for some part of the producing cost of HANUMAN which Plaintiff made a payment for me.

Document Lor.289 (5 copies) are the invoices of additional expenses from the production of HANUMAN movie, which I ordered the additional produce.

Document Lor.14 is an invoice of the displayed ULTRAMAN figure.

Document Lor.290 is the list of additional expenses, which Plaintiff informed me.

I invested in the HANUMAN movie in total amount of USD 120,000, being the additional expenses in the amount of USD 30,000.

The red square seal affixed on the invoice (as per document Lor.22 and Lor.289) is the seal of Plaintiff's finance department.

The square seal was affixed in order to shows the department that receipts the amount and affixed the seal.

The red circle seal as on the document Lor.14 is a seal of authorized person to act on behalf of Tsuburaya Enterprise Co., Ltd., which in that time was Mr. Noboru. The red square seal is a seal of company's finance department. The black square seal specifies the name of Mr. Noboru Tsuburaya in Japanese and specifies his position as managing director. The above line specifies the name and address of Tsuburaya Enterprise Co., Ltd.

When compares the red circle seal in document Lor.14, which was made in 1974, with the red circle seal in document Lor.10, I find that they are the same seal. The red square seal, which specifies the name and address of company, has the same content but the lines were switched.

When the production had been finished, I went to collect the negative film of HANUMAN at Plaintiff and kept it at the Tokyo Lab Co., Ltd. in my name. The reason I kept the film in Japan because the weather in Thailand is hot and humid. This was similar to JUMBO A.

However, I did not keep the film at Tsuburaya Enterprise Co., Ltd. because I feared that Mr. Noboru would sell the film to others as it used to happen with GIANT AND JUMBO A.

Sir Run Run Shaw, the owner of the Shaw Brother Co., Ltd. in Hong Kong, used to purchase this HANUMAN movie.

The Shaw Brother Co., Ltd. is just the trade name and the official name is Southern Company.

Sir Run Run Shaw has the eldest son name Vee King Shaw, pursuant to the name card (as per document Lor.291).

The photo No.1 (as per document Lor.292) was taken with Sir Run Run Shaw at his house in Hong Kong, which I went there with my family. Photo No.2 had 3 persons taken a picture with Sir Run Run Shaw. I agreed to sell the film in the amount of USD 120,000 for the period of 7 years, excepted in some countries such as Thailand, Japan and Taiwan. The agreement, which was made, is as on the document Lor.40.

When agreed to sell the film, Sir Run Run Shaw told me that he will make a payment when the negative is delivered to Shaw Brother Co., Ltd. in Hong Kong. I called Mr. Noboru and told the story, Mr. Noboru asked me to lend him for the period of 1 year the amount of USD 120,000 in order to use in the Plaintiff's business. I agreed and requested Tokyo Lab Co., Ltd. to send the film to Mr. Noboru in order to send the film to Hong Kong. As a result, the agreement (as per document Lor.40) was signed by Mr. Noboru in my place, Mr. Noboru signed in Japanese, which is another type of Mr. Noboru signature.

(The witness has given the testimony until this time at 12.00 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the afternoon.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Siearíyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 30 Month: September Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1.2's attorney examination (Continue from the morning)

Mr. Vee King Shaw signed on the agreement (as per document Lor.40) for Shaw Brother Co., Ltd. or Sothern Company.

The evidence which shows that Shaw Brother Co., Ltd. is the same company as Sothern Company is that they have the same address number.

The agreement (as per document Lor.40) was dated on 19 February 1975.

The agreement (as per document Lor.40) specifies the word "HURAMAN", while the agreement (as per document Lor.10) spells the name HANUMAN as "HARUMAN". However, those 2 are the same movie.

The agreement Lor.10 has reference in Clause 1.2 to the agreement made with Sothern Company, Hong Kong.

Plaintiff has never disputed the signature of Mr. Noboru in the agreement (as per document Lor.40) and Mr. Jimmy Ugawa used to testify in this Court that it was a true signature of Mr. Noboru. Plaintiff has never brought the signature in document Lor.40 to investigate both in Japan and Thailand.

The original copy of document Lor.40 is with Mr. Noboru.

Before the distribution of this movie, I used to screen it at Chalerm Krung cinema and gained Bath 1,000,000 within 7 days.

The movie was screened at Chalerm Krung cinema for around 1 month. It also screened at other cinemas in Bangkok and othe3r provinces and earned the income around Baht 7,000,000.

According to the news in Thairath newspaper (as per document Lor.74), the income specifies in the advertising poster was higher than published because this income needed to deduct tax. I also received a recognition shield for fast earn 1 million baht movie.

Document Lor.262 is a photo of the recognition shield from Chalerm Krung cinema, which the income from Thatian movie exceeded Baht 1,000,000. Document Lor.268 shows the recognition shield of JUMBO A from Coliseum cinema.

Thatian was one of my movies, which earned a lot of income. It earned around Baht 3,000,000, while JUMBO A earned Baht 4,000,000 and HANUMAN earned Baht 5,000,000.

The USD 120,000 was not a lot of money for me at that time.

The reason I lent Mr. Noboru the amount of USD 120,000 is because I deemed that I earned my knowledge from Mr. Eiji Tsuburaya. In addition, this amount was also a support for the Plaintiff.

Although, Mr. Noboru said the he will lend the USD 120,000 for 1 year, he did not make a repayment when it was due. Such amount was equal to JPY 36,000,000.

HANUAMAN movie had been selected by the National Film Association of Thailand to compete at Indonesia and later won the competition, pursuant to photo (as per document Lor.290).

Sir Run Run Shaw received the title Sir from England, as he was the cultural ambassador through movie. Thailand knows him well because he is famous in film industry.

When compares me with Sir Run Run Shaw, Sir Run Run Shaw is more famous than me. Nobody knows me outside Thailand.

Sir Run Run Shaw purchased HANUMAN movie because it was a famous movie that earned a lot of income. On the other hand, I sold the movie because I want to promote Thai culture worldwide. I sold it at the cost price and hoped to do the business with Sir Run Run Shaw further.

After screened nationwide, the Thai movie could also be screened in Lao but in the amount only around Baht 50,000. Thereafter the negative film would be kept. However, the agreement with Shaw Brother Co., Ltd. lasted for only 7 years and the film negative must be returned and could be screened again.

The agreement (as per document Lor.40) and the agreement (as per document Lor.137) almost have the same content, excepted for the amount of money. The agreement (as per document Lor.137)

specifies the amount only USD 80,000 and does not have a signature of Mr. Vee King Shaw, another party. Mr. Noboru signed his signature on both agreement (as per document Lor.137) and document Lor.40. However, the signature in document Lor.137 is Mr. Noboru personal signature.

I did not involve with the agreement (as per document Lor.137). I received a copy from Mr. Noboru together with the agreement (as per document Lor.40). While I was receiving such agreements, Mr. Noboru told me that the movie had been sold to Taiwan in the amount of USD 80,000.

The person who I kept negative film with, Mr. Masaru Nishima of Tokyo Lab Co., Ltd., called me and told that Mr. Noboru requested to publish the film in order to sell in Taiwan and received USD 80,000. I later acknowledged this when Mr. Noboru gave me the agreements (as per document Lor.40 and Lor.137).

However, this agreement (as per document Lor.137) was not an agreement which Mr. Noboru made with Taiwan but was the agreement that made by Mr. Noboru himself and might pick the wrong agreement.

I do not know the reason why Mr. Noboru prepared the agreement (as per document Lor.137) in the amount of USD 80,000.

Mr. Noboru asked for 1 bundle of calendar (as per document Lor.276), which has around 20 calendars. In addition, he also asked for around 20 movie posters of HANUMAN.

A poster (as per document Lor263) is a movie poster of HANUMAN movie which was advertised in Taiwan. There were two types of calendar, both vertical and horizontal pursuant to document Lor.294. It will look similar when compares with poster, which used in Thailand (as per document Lor.75).

There was addition of a villain character in HANUMAN AND 5 KAMEN RIDERS into the Taiwan movie poster. Such villain was cut from the calendar (as per document Lor.276), which taken by Mr. Noboru. It is a printmaking in the calendar but it is a painting in the poster. In addition, it also specifies that it was 70 mm film, which actually I produced it in 35 mm film.

The HANUMAN movie sold to Taiwan in the amount of USD 80,000. Mr. Noboru still has not returned such amount to me.

Such action of Mr. Noboru is an offence both civil and criminal. However, for the sake of Mr. Eiji and Plaintiff, I did not file a legal prosecution against him.

The agreement (as per document Lor.273), which I sold the HANUMAN AND 5 KAMEN RIDERS movie to Southern Company also had the signature of Mr. Vee King Shaw. Such signature of Mr. Vee King Shaw was similar to the signature on the agreement (as per document Lor.40).

The ULTRAMAN figure which I purchased to display at Chalerm Krung cinema was the same figure kept in my house fond on the date viewing the scene.

The claim of Plaintiff that the receipt (as per document Jor.161) is the receipt of the licensing fees for HANUMAN movie, which used in Japan, is inaccurate. It is actually the expenses for the taken of negative film and sound negative from Shaw Brother Co., Ltd. In Hong Kong to the Plaintiff in order for the Plaintiff to make a copy and then returned it to be kept in Shaw Brother Co., Ltd. in Hong Kong until 7 years of the term of the agreement.

Plaintiff wanted this movie to be screened in Japan, which was popular in 1979. Plaintiff, therefore, asked me to take the film from Hong Kong. This HANUMAN movie was screened in the cinema, pursuant to the program sold in front of the cinema (as per document Lor.19).

The reason Plaintiff could screen this movie in Japan is because the Plaintiff is entitled pursuant to 1976 agreement or dispute agreement (as per document Lor.10).

The agreement (as per document Lor.10) gave a right to the Plaintiff to broadcast the HANUMAN and GIANT AND JUMBO A in Japan, which the Plaintiff uses such right consistently. Such right is pursuant to the 1976 agreement. Should Plaintiff denial 1976, it will mean that the broadcasting of such 2 movies infringed my right and the copyright of such 2 movies belong to me as the hirer of Plaintiff to produce such movies.

The infringement of copyright in Japan is deemed as serious crime with up to 5 years imprisonment penalty. President and director of company will also be liable.

I did not file a legal prosecution against the Plaintiff for the broadcasting of such 2 movies in Japan because I accepted the Plaintiff's right, pursuant to 1976 agreement.

The agreement (as per document Lor.40) gives the exclusion for Japan. As a result, it is lawful for Mr. Noboru to request me to take the film from Shaw Brother Co., Ltd. to broadcast in Japan.

On 1984, Mr. Noboru brought the ULTRAMAN ZOFFY television movie, which was produced in 16 mm film, to enlarge the film scale to 35 mm and could be screened in the cinema for 1 hour, pursuant to document Lor.46. Thereafter, he gave the film to me to edit this film with an old film in order to increase the amount of ULTRAMAN character to 11 characters. I used a special editing technique to edit the film and screened it in the cinema as HANUMAN AND 11 ULTRAMAN. This was a compensation for me from Mr. Noboru without any charge, excepted for the expense of the equipment to enlarge the film in the amount of USD 18,000, pursuant to document Lor.30.

I did not make a payment of licensing fees. Although there was a new ULTRAMAN character occurred, I would be entitled for such character pursuant to 1976 agreement.

I screened the HANUMAN and 11 ULTRAMAN in other countries such as Taiwan, pursuant to the document to license the right to broadcast this movie (as per document Lor.295).

(The witness has given the testimony until this time at 4.0 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Siearíyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 1 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1,2's attorney examination (Continue from 30 September 1999)

There were 2 agreements made with Southern Company. The first agreement (as per document Lor. 40) was in the amount of USD 120,000. Another agreement (as per document Lor.137) was in the amount of USD 80,000. Both agreements have signature of Mr. Noboru on them with different type of signature.

The reason why I claim that Mr. Noboru had signed his name on both agreement is because the Japanese alphabet (Kanji) written in horizontal can been read as Tsuburaya Noboru. However, Japanese language can also be written and read in vertical. When reverses the vertical alphabet to compare with eccentric alphabet, by looking from the behind, it can be read as well as horizontal alphabet, pursuant to the sample (as per document Lor.296).

The evidence which shows that Plaintiff screened the HANUMAN AND 6 ULTRAMAN is appeared as on the picture of show card attached in front of the cinema (as per document Lor.297. There is a mark of FUJI, which shows that it is the screen of this movie. On the cover of the screenplay of this movie also has a Japanese word written in Japanese that FUJI Co., Ltd. is a distributor and broadcaster.

I did not involve with the event which Plaintiff's attorney brought Mr. Noboru's signature to investigate in Japan. The original copy, which is kept with me, has never been submitted for the investigation.

I did not involve with the preparation of document Jor.172, Jor.173, Jor.174, Jor.175, Jor.176 and Jor. 177. I do not certify the accuracy of such documents. I can only certify the signatures on document Jor.83, Lor.10, Lor.177 and Lor.183 that they are signature of Mr. Noboru.

In the beginning, during 1963-1965, which at the time Toho Co., Ltd. still hold the shares in Plaintiff, the business operation of Plaintiff was passable. Thereafter, Mr. Eiji had died on January 1970 before Toho Co., Ltd, withdrew its' shares. Mr. Hajime was the next president for 1 year before his death. When Mr. Noboru became the next president, Plaintiff almost bankrupted due to the debt from the purchase of expensive equipment, withdrew of shares of Toho Co., Ltd. and the bad income from the decrease in ULTRAMAN movie viewer. Normally, the principle income of Plaintiff came from the ULTRAMAN movie set. Mr. Noboru had come to see me and told me that he had purchased only single trip ticket and if I do not help him, the plaintiff will fall in the crisis. He then consulted me whether he should sell the company.

I advised him Mr. Chucheap Panjasank to help purchase the ULTRAMAN movie sets, ULTRA SEVEN and other 2 movies. I myself purchased 2 television movies and made an advance payment for him.

Mr. Noboru wrote in his biography (as per document Lor.8 or page 40 of Jor.159) of his traveling to Thailand with single trip ticket.

There were photos taken when I picked and sent Mr. Noboru at Don Muang airport, pursuant to document Lor.53 and Lor.228.

Document Jor.177 is the agreement, which Mr. Chucheap purchased movies from Plaintiff in the amount of USD 8,575, (as per document Jor.177). Document Lor.298, submitted by Plaintiff specifies the purchase amount in USD 5,460 and USD 4,550.

The movies which I purchased from Mr. Noboru are as on document Lor.138 or Jor.179, which are the same document. I purchased the movies in the amount of USD 10,800. This agreement had Mr. Noboru jointly signed his eccentric signature, together with my signature.

In addition, I also purchased another set of movie, the ULTRAMAN TARO, together with those in the agreement (as per document Lor.138 or Jor.179) in the amount of USD 10,800. I also made the agreement for this transaction but I cannot find it now.

When there was a content that is crossed out or added in the agreement, which Mr. Chucheap purchased movies from Mr. Noboru, pursuant to document Jor.177 and Lor.298 or the agreement, which I purchased the movies from Mr. Noboru, pursuant to document Lor.138 and Jor.179, Mr. Noboru would signed initial as "NT".

There are several agreements (as per document Lor.139), which are documents that submitted by Plaintiff and similarly signed initial by Mr. Noboru as "NT".

Mr. Noboru also signed initial as "NT" in the agreement, which I hired Plaintiff to produce HANUMAN movie, pursuant to document Lor.103 or Jor.160. As a result, the document which signed initial should be deemed as actually signed by Mr. Noboru.

On this agreement (as per document Lor.103 or Jor.160), Mr. Noboru signed initial as "N Tsuburaya". This signature is similar to the signature in the biography of Mr. Noboru (as per document Lor.8), which Mr. Noboru signed and sent to me.

As a result, the signature signed in the book (as per document Lor.8) is actually the signature of Mr. Noboru, which signed in front of me.

There are several documents which have Mr. Noboru's "N Tsuburaya" type signature such as document Lor.229, Lor.37 and Lor.29.

In the book (as per document Lor.8), in addition to Mr. Noboru's "N Tsuburaya" type signature, Mr. Noboru also signed his full name and surname as "Noboru Tsuburaya".

The book (as per document Lor.7), which given to me from Mr. Noboru, is a biography of Mr. Eiji. In this book, Mr. Noboru signed for me both eccentric and full signature. His full signature is similar to the signature (as on document Lor.8), while the eccentric signature in this book (as per document Lor. 7) is similar to the eccentric signature of Mr. Noboru (as on document Jor.179, Lor.137.

Miss Tomiko Kojima gave her testimony to certify this eccentric signature of Mr. Noboru (as per document Lor.137) that it is a true eccentric signature of Mr. Noboru.

It can be seen pursuant to such document that Mr. Noboru had a different types of signature in English.

Mr. Noboru signed his full signature in the disputed 1976 agreement (as per document Lor.10) and the agreement (as per document Lor.177) also has the full signature of Mr. Noboru.

When Mr. Noboru told me that he want to sell the company, I paused him and said that I am willing to help. At that time I had cash in my hand around Baht 3,000,000 and several land plots. I would not suffer from helping Mr. Noboru.

With my assistance and the purchase of movies from Mr. Chucheap, Mr. Noboru earned totally in the amount of USD 40,000, which was around JPY 12,000,000.

In addition, Mr. Noboru also received the income from the production of JUMBO A in the amount of USD 75,000 and the income from the production of HANUMAN in the amount of USD 120,000.

The sale of HANUMAN movie to Shaw Brother Co., Ltd. in the amount of USD 120,000 (which was told to be 1 year loan but still has not returned) and the sale of movie to Taiwan in the amount of USD 80,000 were done by Mr. Noboru without my permission.

In summary, Mr. Noboru earned the benefit from my assistance in the amount around USD 400,000, which in that time was equal to JPY 120,000,000. The cost of leaving in Japan at that time was still cheap.

After received my assistance, Mr. Noboru started to recover in 1976.

Mr. Noboru told me that he want to compensate my assistance. He, therefore, made the 1976 agreement (as per document Lor.10 or Jor.23) as compensation for me. Such agreement assigns me the right in all ULTRAMAN movies including JUMBO A and assigns the copyright and all

trademarks to me. As on that time there were only 6 ULTRAMAN characters, the agreement specifies that other new ULTRAMAN characters will also belong to me.

The evidence of Plaintiff suffered from financial crisis is the Japanese newspaper, which published the interview of Mr. Kazuo Tsuburaya, dated on 28 September 1998 that Plaintiff suffered the crisis after the death of Mr. Eiji, pursuant to the highlighted content in document Lor.133. However, the part of Mr. Kazuo's interview in * mark is inaccurate. In summary, the part of the interview on the crisis of the company is true but the reason for the recovery is not true because Mr. Noboru never told the story about my assistance to Mr. Kazuo and Mr. Kazuo still was a child when the company suffered from crisis.

I had a good relationship with Tsuburaya family. I used to call Mr. Eiji "father". I also considered Mr. Noboru as my "brother". When I went to Japan, I would stay at his house. On the other hand, when Mr. Noboru came to Thailand, he would stay at my house.

Mr. Kazuo used to play with Defendant 3 when they were a child. Mr. Kazuo used to stay at my home for a month when his school closed on summer.

The below photo No.3 (as per document Lor.295) was taken at Plaintiff's office. It is a photo of Defendant 3 taken with Mr. Kazuo.

The photo, pursuant to the book (as per document Lor.7) is a photo taken when I attended Mr. Noboru's bone embedded ceremony in Japan. The photo (as per document Lor.34) is a picture of Mr. Noboru hold Defendant 3, which is similar to the bookmarked page in the album (as per document Lor.285).

The person who is in the circle mark, pursuant to picture (as per document Lor.16) is Mr. Chukiet Boonruam, whose is the same person in circle mark, pursuant to picture (as per document Lor.163 and Lor.164). The kid in the picture (as per document Lor.163) is Defendant 3, taken in Japan in front of Mr. Noboru house. Mr. Chukiet used to be my driver before sent to be Mr. Noboru driver for around 2 years. The picture (as per document Lor.163) was taken in Japan, while the picture (as per document Lor.164) was taken in Thailand.

The agreement was made at Tsuburaya Enterprise Co., Ltd. in Japan on 4 March 1976, which also matched Defendant 3's birthday. Mr. Noboru signed his name and affixed the hango seal before me.

The evidence which shows that I was in Japan on 4 March 1976 is my passport. I had leaved Bangkok on 24 February 1976, having the triangle departure seal affixed in my passport. I had entered Hong Kong on the same day and applied for Japanese visa at Japanese embassy in Hong Kong. Thereafter on 28 February 1976, I had traveled to Taiwan. As a result, I will also have the departure seal of Hong Kong (No.2) and arrival seal of Taiwan (No.3) respectively.

On 29 February 1976, I had departed from Taiwan and entered Japan on the same day, having departure seal of Taiwan and arrival seal of Japan (No.4).

I had departed from Japan on 5 March 1976 and entered Hong Kong on the same day. On 7 March 1976, I had departed from Hong Kong and entered Thailand on the same day. The Thai arrival seal is in another passport, which attached together.

This copy of the passport was taken when there was the preliminary examination. The original copy was missing after the copy was submitted to the court. The back of this passport is attached with another passport which I believe is still exist.

I wrote some notes with my handwriting in the original copy.

I reported to the police about the missing passport at Phaya Thai police station, pursuant to the copy of the daily report (as per document Lor.300).

Mr. Noboru placed this 1976 agreement in the company envelope and sent to me. Such envelope is as on document Lor.301.

This 1976 agreement specifies the licensor, which is me, as the president of Chaiyo Film Co., Ltd. Such name is my trade name. The company is located at No.71/1, Soi Ari, Phahon Yothin Road.

Mr. Noboru clearly said that this 1976 agreement is the assignment of all right, not the licensing of right. I will be entitled to right in the territory worldwide, excepted Japan, which shall belong to Plaintiff.

When I was registering the copyright with the Department of Intellectual Property, I specified that Mr. Noboru is entitled to screen the movies in Japan. This appears as on the document Jor.90.

The agreement (as per document Lor.10) specifies the name of movie in Clause 1.1 as "GIANT VS JUMBO A" means the GIANT AND JUMBO A, which I hired the Plaintiff to produce the movie, pursuant to the agreement (as per document Lor.177). Clause 1.1 also refers to the agreement that sale this movie to Taiwan, which I already gave the testimony.

The name of movie in Clause 1.2, "HANUMAN AND THE SEVEN ULTRAMAN", means HANUMAN AND 7 ULTRAMAN, which I hired the Plaintiff to produce the movie, pursuant to the agreement (as per document Lor.103). In addition, there is a reference to the agreement, which sale this movie to Sothern Company in Hong Kong.

As I hired the Plaintiff to produce the movies in this Clause 1.1 and 1.2., the copyright is definitely mine but there is a specification in this agreement in order to shows that the Plaintiff already received the money, pursuant to the agreement as referred in Clause 1.1 and 1.2. In addition, as these 2 movies also have both ULTRAMAN and JUMBO A character included, the agreement, therefore, clearly specifies that I am also entitled for both characters because Mr. Noboru said the he will assigned all characters to me.

The Plaintiff specifies in Clause 1.1 of the agreement to refer to the agreement with Hu Long Film or the agreement with Southern Company in Clause 1.2 in order to shows that the copyright in these 2 movies belongs to me, not the Plaintiff. If they belong to the Plaintiff, the Plaintiff will need to refer to the right pursuant to the employment agreement, which claimed by the Plaintiff to be the licensing agreement.

Clause 1.3 specifies the name ULTRAMAN 1 means ULTRA Q. The reason to call ULTRA Q as ULTRAMAN 1 is because Tsuburaya Enterprise Co., Ltd. wants it to be easy for distribution worldwide. In addition, the first of ULTRAMAN movie series is ULTRA Q. Document Lor.302 is the photo book of ULTRAMAN published in Japan. The first page is a picture of ULTRA Q.

The exhibition, which the Plaintiff used to held, pursuant to the picture (as per document Lor.20) was hold in Japan and claimed that ULTRAMAN in the first era is ULTRAMAN Q.

ULTRAMAN 2 movie in Clause 1.4 and document Lor.10 means ULTRAMAN movie set. The picture of the exhibition (as per document Lor.20) also used the same word in page 4 that ULTRAMAN in the second era is ULTRAMAN.

The word ULTRAMAN SEVEN in Clause 1.5 of document Lor.10 means ULTRA SEVEN. The picture of the exhibition (as per document Lor.20) also specifies that ULTRAMAN in the third era is ULTRA SEVEN.

The word RETURN ULTRAMAN in Clause 1.6 of document Lor.10 is similar to the picture of exhibition (as per document Lor.20), means the ULTRAMAN in the fourth era which is RETURN OF ULTRAMAN.

The word ULTRAMAN ACE in Clause 1.7 of document Lor.10 is similar to the picture of exhibition (as per document Lor.20), means the ULTRAMAN in the fifth era.

The word ULTRAMAN TARO in Clause 1.8 of document Lor.10 is similar to the picture of exhibition (as per document Lor.20), means the ULTRAMAN in the sixth era.

The word JUMBORG ACE in Clause 1.9 of document Lor.10 means JUMBO A, which I named it for the usage in Thailand. This is similar to the newspaper (as per document Lor.23). However it is misspelled as "JANBORG". The book (as per document Lor.23) was published during the Cannes Film Festival in 1985.

Document Lor.23 specifies that JUMBORG ACE movie is distributed by Tsuburaya Enterprise Co., Ltd., which I deemed that it was the breach of 1976 agreement. I knew this in 1985 but did not dispute with Mr. Noboru.

The agreement (as per document Lor.10) was published by the Plaintiff. The numbers in parenthesis behind Clause 1.3 to 1.9 are the amount of the episode, 30 minutes per episode.

I did not involve with the production of movies as on Clause 1.3 to 1.9. As a result, I do not acknowledge whether the amount of episode is accurate. The mistake in the name of movie such as ULTRAMAN SEVEN or ULTRA SEVEN is a small mistake, and does not cause the misunderstanding in movie.

Pursuant to Clause 2 of agreement (as per document Lor.10), the assignment of right will start from the date which the negative film was produced for the first time, which will certainly occur before 4 March 1976. As a result, it is retrospective assignment of right. In addition, the word perpetual means there is no due date.

The word "Exclusive right" means the assignment of right to only me.

Clause 3 of the agreement (as per document Lor.10) also included other rights. Actually, if the agreement specifies the only word copyright, it will already cover the other rights. However, the reason to specify other rights is because each country has a different way of understanding the word copyright. As a result, Clause 3 means the right in reproduction, modification, addition, amendment and broadcasting in all media. However, Clause 3.6 does not specify VDO DVD and Laser disk as there was no such media in 1976.

Clause 3.7 also covered the figure, character, cloth, wearable, and weapon. That is to say that include all model and character of ULTRAMAN and monsters, pursuant to document Lor.275, which is a picture that I exhibited at World Trade exhibition on 1995 at Nakhon Ratchasima, pursuant to document Lor.36 and Lor.247. The right, pursuant to Clause 3.7, is the right for the trading. Clause 3.8 also gave the right to assign the right to the third person.

The agreement (as per document Lor.10), which specifies that Plaintiff already received the compensation from me, also has the signature and seal of company's authorized person.

(The witness has given the testimony until this time at 12.30 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the afternoon.) / read

…….. (Signature) ……..Judge (record-read) ..... (Signature)……Witness

(Mr. Phonphet Wichitchonchai)

…… (Signature)……Judge

(Mr. Sonchai Sicariyakul)

…… (Signature)……Associate judge

(Mr. Pramuk Sawatmongkol)

…… (Signature)….. Plaintiff's attorney

…… (Signature)….. Defendant 1, 2's attorney

…… (Signature)….. Defendant 3's attorney

…… (Signature)….. Defendant 4's attorney

…… (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 4 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1,2's attorney examination (Continue from 1 October 1999)

On 1976, the possession of a copyright almost had to value.

On 1976, Plaintiff would earn almost all income from the copyright of ULTRAMAN in Japan market and the income from the worldwide market would worth only 1% of Japan market.

On 1976, the ULTRAMAN was still not broadcast worldwide.

The media related to ULTRAMAN, which exported by the Plaintiff, was only television movie, which is in the form of 16 mm film. The market was still small and had a small value. The copyright fee would be USD 200 per episode.

Each ULTRAMAN movie will have around 20 episodes. There are 6 ULTRAMAN movies.

On 1976, the there was no product related to ULTRAMAN.

When compare the monetary return with non-monetary return, the benefit I gave to Plaintiff and Mr. Noboru was higher than license fees.

On 1976, when compare the BAHT with Yen, JPY 100 would equal to Bath 6. Now JPY 100 is equal to Baht 40.

The benefit in monetary form that I gave to the Plaintiff on 1976 would be in total of JPY 120,000,000, which now will be equal to JPY 1,000,000,000.

After I had the copyright, pursuant to 1976 agreement, I produced the HANUMAN AND 11 ULTRAMAN movie, which earned a small income as it was the reproduction of the old movie. I did not produce and product related to this movie and the movie was unpopular.

At that time, Thailand had no copyright law which allows for the arrest of the infringer.

After 1976, the infringer started to be arrested. However the amount fine penalty for the infringer was low. As a result, the infringer still continued to infringe the copyright.

The ULTRAMAN became popular after 1995, which was after the pass of copyright law.

On 1994, the ULTRAMAN stated to become popular.

After I had the copyright in 1976, I had the idea to advertise and screen the movie again, including produce the new character. I expanded the film studio in order for more usable area and stated to produce the new character of monster and ULTRAMAN.

The old film studio, which had the area around 5 Rai, was expanded to 65 Rai with the total investment around Baht 100,000,000.

There were the production of book, poster and other publishing in order for exploitation.

After such products had been produced, there were a lot of infringement occurred. Such infringement caused me damages.

There was the infringement on plastic figure, which caused me damages.

I lost my trade benefit for many ten million Baht.

I produced products in many forms.

My legal proceeding against the infringers failed because they were not worth the expenses and the fine penalty was low.

Around the end of 1994, the Department of Intellectual Property, Ministry of Commerce, announced for the owner of copyright to register the copyright in order to shoe the ownership with the department.

I registered the copyright of ULTRAMAN.

During 1994 to 1995, there was the modification of the copyright law. The penalty was increased with both imprisonment and fine penalty.

I was seriously file a legal prosecution against the infringer and could arrest around 20 infringers.

There was the news about my legal prosecution in the newspaper.

Those who were arrested mostly requested for the settlement at the police station, which I also agreed. They would pay the compensation to me until I satisfied and withdrew the petition. The police officer would not file a legal prosecution to them as the infringement of copyright is a compoundable offense. These appear as on the reports of the police officer (as per document Jor.115 to Jor.123).

There was a case of Mr. Somsak which the case was sent to the court. The court of first instance decided that Mr. Somsak infringed the copyright of ULTRAMAN. Mr. Somsak appealed the case. The appeal court upheld the case, pursuant to document Lor.35 and Jor.124.

I knew the VDO Square Co., Ltd., which infringed the copyright of ULTRAMAN and JUMBO A by produced and distributed the VDO movie throughout Thailand. Such performance of VDO Square infringed my copyright, pursuant to 1976 agreement.

I used to make a contact with VDO Square Co., Ltd. and VDO Square showed me the licensing agreement and mentioned that they purchased the copyright from Ultra Com Ink Co., Ltd. in the United States. My attorney sent the notice to Ultra Com Ink Co., Ltd. in the United States stated that the copyright in ULTRAMAN is mine and requests them to stop the infringement or else I will file a legal prosecution against the Ultra Com Ink Co., Ltd., pursuant to the notice (as per document Lor. 86).

The notice was sent to Mr. Joe Taritero, president of Ultra Com Ink Co., Ltd. and sent copy to the Mr. Jimmy Ugawa and Mr. Saito of foreign department of Tsuburaya Production Co., Ltd., Plaintiff, and Mr. Manosh Assawaniwet of VDO Square Co., Ltd.

Ultra Com Ink was the trade distributor of the Plaintiff.

Mr. Phum Wasna received the notice on the behalf of VDO Square, pursuant to the certified document (as per document Lor.303).

Around 1996, I started to make a contact with Ultra Com Ink Co., Ltd.

I showed the 1976 agreement to VDO Square Co., Ltd. and VDO Square Co., Ltd. queried the Plaintiff.

Ultra Com Ink Co., Ltd. informed me that they are the distributor of Plaintiff and will not stop the infringement of the copyright. After that there was a settlement between the attorneys. Detail is as on the document Lor.193, Lor.194 and Lor.196.

On May 1996, I traveled to file a legal prosecution against the Ultra Com Ink Co., Ltd. I stoped at Japan first. During my stop at Japan, I was contacted by Mr. Jimmy Ugawa and requested to meet me. I met Mr. Jimmy Ugawa in the hotel in Japan. Mr. Jimmy Ugawa came with Mr. Saito and this ws the second time I had a chance to meet Mr. Jimmy. The first time I met him was in 1995 at Mr. Noboru Tsuburaya's bone embedded ceremony at the cemetery.

Mr. Jimmy told me that he was the one who named the Ultra Com Ink Co., Ltd. I came to that meeting in Japan with Defendant 3.

Mr. Jimmy said that Ultra Com Ink Co., Ltd. was the Plaintiff's affiliate and would like to settle the issue in order to avoid the legal prosecution.

I showed the 1976 agreement to Mr. Jimmy. Mr. Jimmy was frightened and said that he has never acknowledged this before and said that this could be negotiated as I used to be the old student of Mr. Eiji Tsuburaya. In addition, he did not want Ultra Com Ink Co., Ltd. to face any issue.

Mr. Jimmy saw the 1976 agreement and did not dispute it.

After 1976, as well as Ultra Com Ink Co., Ltd., Plaintiff also licensed to other company the right to use the ULTRMAN. Mr. Jimmy claimed that the Plaintiff has never acknowledged the existence of 1976 agreement.

Mr. Jimmy proposed whether I will be satisfied and submit the claim to Ultra Com Ink Co., Ltd. and other companies, which licensed the right from Plaintiff after the 1976 agreement, if Plaintiff and the president of Ultra Com Ink Co., Ltd. sent the apology letter. He also claimed that the Plaintiff will suffer damages, if the legal prosecution occurs.

Mr. Jimmy said that Mr. Noboru, the company's president, just died and asked to forgive and ensured that he will prepare the apology letter. As a result, I agreed.

The evidence, which shows the first time I met with Mr. Jimmy Ugawa on 23 July 1995, is a photo (as per document Lor.304.

There was the exchange of name card and matchbox on such meeting with Mr. Jimmy and Mr. Saito, pursuant to card name (as per document Lor.305) and matchbox (as per document Lor.197).

After that date, on 24 July 1999, Mr. Kazuo had invited me to celebrate my birthday at Plaintiff's office. I also brought my son, which is Defendant 3 with me. There was a photo taken, pursuant to the photo (as per document Lor.306).

Plaintiff sent Mr. Jimmy Ugawa to negotiate with me in order to make a settlement for Ultra Com Ink Co., Ltd. and other companies, which licensed the right from Plaintiff. The offer for the settlement is as on the document Jor.188.

Afterward, Mr. Jimmy told me that Mr. Joe Taritero, president of Ultra Com Ink Co., Ltd., denied to signed on the apology letter and asked Mr. Kazuo Tsuburaya to singly signed on the letter, which I accepted. On 17 July 1996, I had met Mr. Jimmy for the fourth time in order to prepare the apology letter, pursuant to the copy of photo (as per document Lor.307).

Thereafter, on 22 July 1996, I had met Mr. Jimmy, pursuant to the photo (as per document Lor.203).

On 13 July 1996, I had met Mr. Jimmy for th3e sixth time in order to sign on the apology letter, pursuant to the photo (as per document Lor.308).

In addition, I also met Mr. Jimmy in Thailand, pursuant to photo (as per document Lor.309).

The claim of Mr. Jimmy that he met me only 3-4 times is inaccurate.

Some photos do not have me in the picture because I was the photographer.

I negotiated with Mr. Jimmy in English by having my son, Defendant 3, as the interpreter because my son knows English better than me.

As a result, Defendant 3 also has knowledge on apology letter as well.

Plaintiff issuance of apology letter and receiving the right pursuant to 1976 agreement were conducted with willingness and appreciation because I did not file a legal prosecution against them. In addition

they also invited me to the banquet. Such performances of the Plaintiff did not occur from the fraud or deception.

I have never made a contact with the Plaintiff in order to request to be the Plaintiff's distributor in the copyright of works in 5 Asian countries and has never requested for such right because I already assigned the right in copyright worldwide, excepted Japan, pursuant to 1976 agreement.

Pursuant to 1976 agreement, Plaintiff will not entitle for the right in ULTRAMAN in 5 countries or other countries worldwide. Plaintiff will be entitled for the copyright in Japan only.

Plaintiff claimed that the issuance of apology letter was done because of the deception of the Defendant. Due to the fact that that it understood the Defendant requested for the issuance of letter in order to become the distributor of the Plaintiff. However, after the issuance of such letter, the Defendant did not request to be the Plaintiff's distributor. Such claim is inaccurate.

5 countries claimed by the Plaintiff, pursuant to document Jor.47, are also inaccurate.

I did not involve with the preparation of this document Jor.47, which specifies the 5 countries include with Thailand, Myanmar, Vietnam, Lao and Cambodia.

Plaintiff prepared apology letter for me and hoped me and Plaintiff to continue to do business further as I am the owner of the copyright worldwide. I have my own studio with the equipment ready for the production of new movie.

After the issuance of apology letter, there was the negotiation on trade issue. However, such negotiation failed because I did not agree with their term because the Plaintiff claimed too much right.

There were a lot of negotiations on trade in both Thailand and Japan. The negotiation had meeting, exchange the letter and usage of facsimile.

The Defendant 3 knew the negotiation well as he used the English in the negotiation.

The negotiation spent several months.

During the negotiation, I never sent the notice for requesting to be the distributor of copyright in 5 countries.

After the negotiation had failed, Plaintiff filed a claim in this case.

Plaintiff filed a legal prosecution against me because I had organized the arrest of the infringer of copyright, which is BKC Co., Ltd.

BKC Co., Ltd., located in Thailand, was the importer of ULTRAMAN product in Thailand. It was the affiliate of Bandi Co., Ltd. in Japan, which is the Plaintiff's major customer.

Page 4 of the Plaint that the Plaintiff claims that several ULTRAMAN, including the ULTRAMAN movies, are the copyright works of Plaintiff pursuant to the law of Japan and are under the protection of the copy right law of Thailand, is inaccurate.

Plaintiff has never broadcasted any ULTRAMAN, including ULTRAMAN movies, in Thailand.

I was the first person who calls ULTRAMAN as Super Human (ยอดมนุษย์).

I was only person who broadcasted the ULTRAMAN movies in Thailand.

None of the Plaintiff's Japanese witnesses who gave the testimony in the court would know the word Super Human.

The document Jor.6, which is the power of attorney made in English, does not have the word Super HIuman, while the translation (as per document Lor.7), which is the additional translation, has the word Super Human.

Page 4 of the Plaintiff's Plaint, which claims that I infringed the copyright of ULTRAMAN by the publishing of coloring book, is inaccurate. Because the copyright work, which broadcasted in Thailand, belongs to me. The broadcast of ULTRAMAN copyright had been done by me before the claim in this case for almost 30 years without any dispute.

Before the claim in this case, I also had a performance which has the commercial purpose but no one disputed such performance. Until now no one has disputed my copyright.

Plaintiff, who claims to have the copyright, does not broadcast the ULTRAMAN work in Thailand.

The claim of that I report the false statement in order to claim for the compensation from the copyright of ULTRAMAN work is inaccurate because the legal prosecution on copyright infringement and the compensation were the legal usage of my right.

Until now the person who was filed a legal prosecution by me has never disputed or filed a counterclaim against me.

(The witness has given the testimony until this time at 12.30 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the afternoon.) / read

…….. (Signature) ……..Judge (record-read)

(Pluemjit Jullaroek)

…… (Signature)…….Judge

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 4 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1.2's attorney examination (Continue from the morning)

I did not commit the offence pursuant to the Plaintiff's claim. In addition, the plaintiff licensing of the right in ULTRAMAN work to other person also caused me a damages. Furthermore, the Plaintiff's claim in this case also caused me a lot of damages on trade.

The case caused Defendant 1, 2 the loss the right in the trade related to ULTRAMANJ work in both domestic and foreign countries. I used to license TIGA Co., Ltd. in order for the exploitation in the ULTRAMAN work from every countries worldwide, excepted Japan, pursuant to company certificate of TIGA Co., Ltd., (as per document Lor.222).

The agreement with TIGA Co., Ltd. is as on the document Lor.310.

Before entering the agreement with TIGA Co., Ltd., Defendant 2, 3 and the personal of TIGA Co., Ltd. used to contact Baker and Mackenzie Co., Ltd. to prepare the investment agreement with the expenses around Baht 200,000.

The agreement, in order to hire Baker and Mackenzie Co., Ltd, is pursuant to document Lor.24. Although there was no signature of other party on such document, there was a signature on document Lor.310.

The reason I did not finally hire Baker and Mackenzie Co., Ltd because it revealed my trade secret to BKC Trading Co., Ltd. Defendant 3 and personal of TIGA Co., Ltd. know this story well.

BKC Co., Ltd. is the infringer of my ULTRAMAN copyright work.

TIGA Co., Ltd. was established by my side and Mr. Sittichai Rujipassakul side and its name was given by me.

My side also includes Defendant 3, who has involved with the establishing of the company since the beginning. This company was established on 26 March 1997. However, according to the evidence, I and Defendant 3 became the shareholder on 9 July 1997. Actually, we involved with the company since 20 March 1997. I did not have the issue with Right Picture Co., Ltd. although I brought Mr. Sittichai from Right Picture Co., Ltd. the issue with such company would not give a benefit in trade to me.

As a result, the agreement (as per document Lor.24) between my side and TIGA Co., Ltd. side does not conflict each other as it was co-employment. Detail of the agreement is the distinguish of the income from ULTRAMAN, which I will earn 70%, while TIGA Co., Ltd. will earn 30% based on 1976 agreement.

In the case there is a claim for damages against me in the issue of ULTRAMAN copyright in Thailand or anywhere else, TIGA Co., Ltd. agrees to make a payment of all such damages

When I receive damages, TIGA Co., Ltd also receives damages.

In addition, Plaintiff also filed a legal prosecution against me in Japan. TIGA Co., Ltd. paid the expense of the prosecution for me. In such case the court dismissed the claim.

In addition, Plaintiff also had its' attorney to issue a notice to my customer and TIGA Co., Ltd. forced them to stop the broadcasting of ULTRAMAN work, which caused damage in the amount of Baht 27,000,000. TIGA's personal knows the detail of this damage well.

I calculate the damage from the loss of right for trade in the countries worldwide, excepted Thailand and Japan, pursuant to Clause 3.2, in the amount of Baht 231,000,000, pursuant to Clause 3.2 of the Counterclaim. "Mr. Sittichai" knows the claim on this damage well.

The damage for the Plaintiff's breaching of 1976 agreement by licensing other to use the right is in the amount of Baht 365,000,000 with the interest.

The damage for the Plaintiff's breaching of the agreement by Unauthorized licensing the right in ULTRAMAN work to other persons in Thailand, specifically, those appear on the document of the case, is in the amount of Baht 54,000,000, pursuant to document Lor.311.

Defendant used to request the court to issue the summon warrant for such agreements from the Plaintiff, but the Plaintiff refused to submit the documents.

The Plaintiff's licensees to use the right are as on the document Jor.219, which is the announcement in the newspaper, and are only partially.

The damage from the Plaintiff's licensing of ULTRAMAN work to other person in countries worldwide, excepted Thailand and Japan is in the amount of Baht 1,095,000,000. For those specifically appear in this court document are in the amount of 3,049,000,000 and are only partially. Detail is as on document Lor.312. I used to request the court to issue the summon warrant to the Plaintiff in order for the Plaintiff to submit the document or the agreement, which Plaintiff used to license the right but the Plaintiff refused to submit the document.

The Plaintiff's witness gave the testimony that Plaintiff has the income many thousands million Baht per year. Mr. Umemoto, who knows this well, testified that they have the expense in Thailand for the attorney fee in the amount around JPY 5,000,000, which equals to Baht 2,000,000. As they have paid the attorney fee for 2 years, the total expenses should be in the amount around 30,000,000. I used to request for the Plaintiff or Baker and Mackenzie Co., Ltd. to submit the document to me but both of them ignored.

The total amount for the counterclaim is in the amount around Baht 1,700,000,000.

I claim for the damage from the infringement of Defendant 1, 2's right by the Plaintiff in the amount of Baht 10,000,000 per month, calculated from the date submitted the Counterclaim.

I spent around Baht 300,000,000 for the purchasing of land to construct the studio in order to shoot the ULTRAMAN movie. The land has the area around 65 Rai, pursuant to the land title deed (as per document Lor.319). The constructions on the land are including the studio building and the equipment is in the amount of Baht 70,000,000, located at the address which the court used to view the screen. Detail is as on the photo of the viewing the screen (as per document Lor.314).

The agreement made between Ultra Com Ink Co., Ltd. and Bandi Co., Ltd., pursuant to document Lor.312, which is still not refer to or summon by the court, appears pursuant to the document that Defendant 1, 2 presented and submitted to the court (as per document Lor.315 and Lor.316).

On 1976 the currency exchange for JPY 100 was equal to around Baht 6. Presently, JPY 100 is equal to Baht 40. Detail of the exchange rate for USD and BAHT is pursuant to document Lor.317.

The Supreme Court used to have the decision on the investigation of the signature on the document. The fact in that case is similar to the fact in this case, pursuant to document Lor.318).

The Plaintiff's apology letter or the document to certify the Defendant's right, pursuant to document Lor.12 are signed by Mr. Kazuo before me, Defendant 3 and Mr. Jimmy Ugawa.

The photo (as per document Lor.308) was taken by Defendant 3 on the date of preparation of document Lor.12.

On 1 October 1997, the attorney from Baker and Mackenzie Co., Ltd. had sent the notice to me, claims that I misled Plaintiff to issue the document Lor.12. This was the first time that the Plaintiff issued such notice.

After the issuance of document Lor.12 to me, Plaintiff still sold the equipment related to ULTRAMAN movie such as those as on the document Lor.205, Lor.64, Lor.67, Lor.209 and Lor.210, which was the sale to me for the exploitation on trade.

Normally Plaintiff would sell this equipment only to the licensee. As I has never been licensed the right from the Plaintiff, the sale of the equipment for me should be deemed that the Plaintiff has recognized my right, pursuant to 1976 agreement.

Plaintiff has never canceled the apology letter (as per document Lor.12). There is only the notice from the attorney of Baker and Mackenzie Co., Ltd. (as per document Lor.46).

Since 1976, Plaintiff has never claim for the copyright fee in ULTRAMAN work from me.

Plaintiff used to inform me about the 1976 agreement that the Plaintiff's board of directors had appointed the attorneys to investigate the suspicious clause, pursuant to document Jor.29 and Jor.30 and the attorneys finally found the suspicious clause.

The apology letter, pursuant to document Lor.12 is dated on 23 July 1996 but the document Jor.29 is dated on 29 January 1997.

This document Jor.29 shows that Plaintiff issued the apology letter for the negotiation, which later failed. As a result, the Plaintiff issued the document Jor.29 in order to find the excuse to appoint the attorney to investigate the suspicious clause in the 1976 agreement.

This Plaintiff's board of directors and the attorneys appointed have never involved with the preparation of 1976 agreement.

This document Jor.29 specifies the acknowledgement of suspicious clause in 1976 agreement from the attorneys.

The attorneys noted that this agreement was made specifically with Tsuburaya Enterprise Co., Ltd. As a result it will not bind the Plaintiff.

Before preparing this document Jor.29, Plaintiff used to see the disputed 1976 agreement.

Document Jor.29 specifies that Plaintiff has never authorized the authority to transfer the right to Defendant. This can be deemed that Plaintiff interprets the agreement as right transfer agreement.

Document Jor.29 also specifies that the reason Tsuburaya Enterprise Co., Ltd. dis not entitled to make an agreement is because it did not received the authority from the board of directors. In addition, the document also claims that there is no evidence that Tsuburaya Enterprise Co., Ltd. or Plaintiff received any amount.

The end of document Jor.29 refers to the relationship between me and Plaintiff, which is the reason for the Plaintiff requested for the dispute settlement. It also asked me for the sake of Mr. Eiji Tsuburaya, the founder of both companies, pursuant to document Jor29 signed by Mr. Takano.

This document Jor.29 notifies the suspicious clause in the 1976 agreement for the first time.

Afterward, Mr. Kazuo had issued the notice, dated on 10 April 1997, notify that he had requested the expert to investigate the signature of Mr. Noboru and the expert commented that the signature of Mr. Noboru on the 1976 agreement is totally different from other signatures. However, this notice does not notify other suspicious clause.

The Plaintiff has never notified me about the suspicious clause, which specified in the Plaint that "Tsuburaya Prod Enterprise Co., Ltd." has never existed. This clause appeared in the Plaint for the first time.

In addition, the suspicious clause that the 1976 agreement is the licensing agreement was first appeared in the Plaint. The Plaintiff has never mentioned about this clause.

The first time that the Plaintiff notified me, pursuant to document Jor.29, the Plaintiff did not dispute the false signature. However, thereafter the Plaintiff notifies that it already send the signature to the expert and specifies in the Plaint that it just acknowledged from the investigation that the signature of Mr. Noboru is a false signature.

The Plaintiff uses the groundlessly claim like "other suspicious clauses" without notifies detail of such suspicious clause, pursuant to document Jor.29, which Plaintiff already acknowledged.

On 29 May 1997, BKC Trading Co., Ltd. had ordered the officer of Baker and Mackenzie Co., Ltd. to report the offence to the Economic Crime Suppression Division and the Crime Suppression Division with the same content by referring that it was notified by the Plaintiff that (1) the signature of Mr. Noboru is not his true signature, (2) the counterparty company is not exist and (3) if the agreement can be enforced, it will be the licensing agreement not right transfer agreement.

Mr. Teerapol, the Plaintiff's authorized person, used to give his testimony on the preliminary examination process that on 4 June 1998 that this issue was make up by the officer who reported the offence to the police.

The evidence of the report of the offence appears as on the document Lor.26 and Lor.27.

BKC Trading Co., Ltd. is the affiliate of Bandi Co., Ltd.

The person who was specified by Mr. Teerapol to report the make up content to the police is Mr. Sappamai Lekakul. However, it appears that the authorized person to report the offence to officer was Mr. Supparat Alparch and Mr. Suppamai Lekakul and the detail of the content, which recorded by the police, was similar.

On document Lor.26, Mr. Sappamai claims that he was the authorized attorney from BKC Trading Co., Ltd. However, Mr. Teerapol testified in this court that Mr. Teerapol was not the authorized attorney of Baker and Mackenzie Co., Ltd.

Bandi Co., Ltd. is the Plaintiff's main customer.

The directors of BKC Trading Co., Ltd. are Vichai Kijlertpiroj and Mr.Tsuboi, Japanese person.

BKC Trading Co., Ltd. reported of the offence to police in order to prevent me from the use of right to arrest them.

Plaintiff advised BKC Trading Co., Ltd. to use the attorney from Baker and Mackenzie Co., Ltd. The content used in order to report to police, BKC Trading Co., Ltd. was informed by the Plaintiff.

The content, which reported to the Economic Crime Suppression Division and the Crime Suppression Division, is a false statement that caused me damage because it claims that I am not entitled for the right pursuant to 1976 agreement, which in reality, I am entitled.

I used to report the offence to the Crime Suppression Division in order for the police to file a legal prosecution against the director of BKC Trading Co., Ltd. and the attorneys, Mr. Supparat and Mr. Sappamai, based on the report of false statement to the police.

BKC Trading Co., Ltd. requested for the settlement and paid a compensation for me. I, therefore, dismiss all the legal prosecutions.

Before the settlement, BKC Trading Co., Ltd. used to request for reviewing the 1976 agreement. I took the photo as the evidence of such event, pursuant to the photo No.15 in document Lor.314.

After BKC Trading Co., Ltd., by Mr. Vichai, and president of Bandi Co., Ltd. had examined the 1976 agreement, the accepted my right.

The Japanese companies that came to inspect 1976 agreement were president of Seka Co., Ltd., which sell the game machine and Toho Co., Ltd. Both of them believe that I am entitled of the right, pursuant to the agreement. Seka Co., Ltd. and Toho Co., Ltd are much larger than Plaintiff.

The president of the 3 Japanese companies believes in 1976 agreement because they believe in Hango seal of Tsuburaya Enterprise Co., Ltd., which is the distributor of Plaintiff's ULTRAMAN work.

The reason for the inspection on Hango seal is because Japanese believe in Hango seal and their tradition is that the affix of Hango seal can replace the signature.

There was an attorney presented at the settlement process. However, such attorney was not Mr. Kasem Jaiobom the attorney from Baker and Mackenzie Co., Ltd. but was the attorney from the International Legal Counselors Thailand Co., Ltd.

The report of the false statement cannot be compromised. However, when I decided to not precede on the legal prosecution, the inquiry officer summarized that there is not enough evidence to file a claim, pursuant to document Lor.225.

(The witness has given the testimony until this time at 4.30 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Sirariyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 5 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1,2's attorney examination (Continue from the appointment on 4 October 1999)

The Plaintiff claimed that the document uses the wrong word for the transfer for right such as "license" or "grant". Moreover, there are the misspelling of the movie name such as the misspelling on English name of JUMBO A and the misspelling on the name of HANUMAN. In addition the call of the name of the movie set and the amount of the episode are wrong. Such suspicious clauses Plaintiff has never mentioned to me before. Plaintiff just testified such suspicious clauses on the preliminary examination and witness examination process.

The heading of the agreement specifies the word "License Granting Agreement" or "license" or "grant". Mr. Noboru assigned the person in Tsuburaya Enterprise Co., Ltd., which called by Mr.

Noboru as "Teacher" or "Sensei", to draft the agreement. I do not know his name but know that he works at the agreement drafting and foreign department. The word used in the agreement is the word using in the movie industry. The drafter of this agreement is not a lawyer or attorney. As a result, the word license is also cover the copyright.

This agreement was made by Mr. Noboru at Tsuburaya Enterprise Co., Ltd. in Tokyo. There was 1 day negotiation before entering the agreement. The parties in the negotiation were Mr. Noboru, the drafter, me and Mr. Nichom Srisurat. Mr. Nichom was my partner, graduated the law from Thammasat University and has a good knowledge in Japanese. Mr. Nichom occupation was not related to law. Mr. Nichom died in 1997.

This 1976 agreement was published on the date signing the agreement with me, Mr. Nichom, Mr. Noboru and the drafter presented.

When read, the content in the agreement complies with what was agreed because all the right in ULTRAMAN works and JUMBO A in the list were transferred to me.

On the signing date, Mr. Noboru had inspected the agreement and said that this agreement only specifies Tsuburaya Enterprise Co., Ltd., while Mr. Noboru was the president of two companies including Plaintiff. As a result, he added the Plaintiff name in the agreement. Mr. Noboru told that all the ULTRAMAN works belong to Plaintiff, while Tsuburaya Enterprise was the distributor of Plaintiff's work. He ordered the addition of both companies' name in the agreement but as the old agreement only specified the name Tsuburaya Enterprise Co., Ltd. Instead of republishing the agreement, for convenience, he ordered the addition of "prod. And" in the above line and bottom line, which still had the space. Because there was no left space, the full name of both companies could not be added. The drafter typed the word pursuant to Mr. Noboru's order.

In the Japanese movie industry, when using the initial name "Tsuburaya prod." means Plaintiff, while the initial name of "Tsuburaya Enterprise" is "enterprise". Mr. Chucheap used to testify certify this. The initial word "Tsuburaya prod." also used in the Plaintiff's product such as those as on document Lor.43 and Lor.42.

As a result, when using the word "Tsuburaya prod. And Enterprise Co., Ltd.", both Mr. Noboru and me understood that it means 2 companies, which are Plaintiff and Tsuburaya Enterprise Co., Ltd.

The drafter typed such additional word and I do not know whether the drafter used a typewriter in order to type this additional word.

The typing the name of movie in the agreement was done by the drafter. There might be some misspelling but it can be understood what movie it mentions to. If the drafter is Thai, he will not misspell HANUMAN as "HARUMAN".

Although, the Plaintiff testified that ULTRAMAN SEVEN should actually be ULTRA SEVEN, the Plaintiff still used the word "ULTRAMAN SEVEN" on the screenplay which Plaintiff sent to me when I purchased the movie equipment 2-3 years ago. The screenplay is as per document Lor.320.

The Japanese are not expertise in English. As a result there may be some mistake in the English sentence. In my opinion, it is a small mistake such as the misspelling of HANUMAN, and I did not dispute in order for the modification as it would spend a lot of time.

There is no other movie using a similar name as the name appears in Clause 1, which may cause confusion.

While entering the agreement, there were 6 ULTRAMAN movies already produced, which when sorted by Clause 1.3 to 1.8 shall have 6 characters including: ULTRAMAN, ULTRA SEVEN, ULTRAMAN JACK, ULTRAMAN ZOFFY (THE RETURN OF ULTRAMAN), ULTRAMAN A and ULTRAMAN TARO. In addition there were also the characters of the father, mother and grandfather of ULTRAMAN, which all the three characters have to specific name. As the ULTRA Q has only the character of monster and has no ULTRAMAN character in the movie, the "?" mark was added. The ULTRAMAN movies were the creation of several characters to fight the monster in ULTRA Q. In addition, there are monsters, which have character from ULTRA Q, used in movies in Clause 1.3 to 1.8.

The movie, which was screened in Japan and used the name "White monkey and Six Ultra Brothers" or which used in Japanese language and can be translated as "Six Ultra Brother and the Arm\y of Monsters", is the same movie to the HANUMAN, pursuant to Clause 1.2.

The word "grant" when using in the film industry will mean "the transfer of right" or "cede of right".

I understand that Clause 3 of the dispute agreement means the transfer of all copyright in the movies and in the characters in the movie, including the character in the movie that will be produced in the future, including the right to transfer the right to other people for the trade benefit.

The specification that Mr. Noboru already received the money means (1) the amount which Mr. Noboru received from the sale of GIANT AND JUMBO A movie to Hu Long Film Co., Ltd., Taiwan, in the amount of USD 30,000;

(2) The amount which Mr. Noboru received from the sale of HANUMAN movie to Shaw Brother Co., Ltd., Hong Kong, in the amount of USD120,000; and

(3) The amount which Mr. Noboru received from the sale of HANUMAN movie to Hu Long Film Co., Ltd., Taiwan, in the amount of USD 80,000.

The total amount is USD 230,000, which is the amount that Mr. Noboru earned from the sale of my movie to others.

In addition to USD 230,000, Mr. Noboru also compensated for my assistance to produce the two movies, which were invested in the total amount of USD 165,000 at the time when Plaintiff faced a financial crisis, including the assistance to purchase movies and introduce Mr. Chucheap to help purchase the movies from Mr. Noboru.

In addition, Mr. Noboru also made a mistake by sold the negative and sound, which I kept at him, to Hu Long Film Co., Ltd. This caused me to not have the original film of the movie with me. Such conduct was done without permission and was a criminal offence in Japan. However, I still keep the negative of HANUMAN.

The agreement to sell the HANUMAN (as per document Lor.40) in the amount of USD 120,000 was dated on 19 February 1975. Mr. Noboru lent such amount for 1 year. However, when it was due and I asked him about such amount, Mr. Noboru told me that the outcome of the company still bad. Mr. Noboru proposed to transfer all the right in ULTRAMAN and JUMBO A works to me and for compensation, I would lift all the obligations for him, including not filing a legal prosecution for the unauthorized sale of GIANT movie and the unauthorized printing of HANUMAN movie. For the sake of Mr. Eiji, I agreed.

On that day, the copyright in ULTRAMAN work almost had no value because the ULTRAMAN work was not widespread advertised and there was not much verity of the medias and the economy was

bad. The copyright would have much value in Japan because Japanese people like to watch Japanese movie and the movie earned most of its income from the domestic, especially, from the television. The granting of right to me worldwide, excepted Japan, pursuant to the 1976 agreement, will not impact the income of Plaintiff.

On 4 March 1976, which was the date entering the agreement, Mr. Noboru had told me that it is the present for Defendant 3, which is my son and born on 4 March, pursuant to the copy of the identification card (as per document Lor.321).

The typing of the additional word "prod, and" was done before the signing of the agreement.

Like the signing of the signature which was done in front of me, Mr. Noboru also affixed the hango seal in front of me and everyone.

Mr. Noboru told me that he sign on behalf of Plaintiff and affixed the Hango seal as the authorized person of Tsuburaya Enterprise Co., Ltd. the reason for not affix both companies seal is because the affix of the Tsuburaya Enterprise Co., Ltd.'s seal would equal to certify the Plaintiff and it was not a common practice in Japan at that time. Mr. Noboru was the president of both companies and had the authority to act on behalf of both companies. No matter he affixed the hango seal or signed his signature, it will bind both companies

This agreement was prepared in English for convenience to use in the foreign countries. Mr. Noboru also signed on the agreement as only the hango seal without the signature may not be accepted in the foreign countries.

Mr. Noboru affixed the circle seal, which is the seal of the president. He did not have to use the square seal as it is the seal of the department. The president will use only the circle seal such as on the agreement between Bandi Co., Ltd and Plaintiff (as per document Lor135).

The Plaintiff has never disputed whether this hango seal is a false or inaccurate seal.

The Plaintiff has never disputed on the paper used in the 1976 agreement.

The letter (as per document Jor.178) uses the heading as well as the 1976 agreement. In addition, in such year, the agreement which made by the Plaintiff such as the document Jor.172 and Jor.175 would use the similar heading that used in 1976 agreement.

The paper texture of 1976 agreement is thin and glossy, which is specialty for Tsuburaya Enterprise Co., Ltd. this paper will be used to prepare the significant agreement and the heading, which specifies the name of the company will be published in brown color.

(The witness has given the testimony until this time at 12.00 p.m. and still does not finish the Defendant1, 2's attorney examination. The Court postpones the examination to the afternoon.) / read

…….. (Signature) ……..Judge (record-read)	..... (Signature)……Witness
(Mr. Phonphet Wichitchonchai)	…... (Signature)….. Plaintiff's attorney
	..... (Signature)….. Defendant 1, 2's attorney
…… (Signature)…….Judge	..... (Signature)….. Defendant 3's attorney
(Mr. Sonchai Srariyakul)	..... (Signature)….. Defendant 4's attorney
	…... (Signature)….. Defendant 2

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defenant 1,2's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 5 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: Contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant1.2's attorney examination (Continue from the morning)

There was the addition of the word "prod. and" but there was no signature to certify as it was the addition before signing the agreement.

There was an agreement that if there is an issue for the interpretation of this agreement, the Japanese law will be used. The reason for not specify this in the agreement is because it was already understanding that the agreement would use the Japanese law. I used to make an agreement with Plaintiff, pursuant to document Lor.103 and Clause 10 of such agreement also specifies that the Japanese law will be enforced. This was similar to other agreement which Plaintiff entered with foreign countries.

Japanese people whose I showed the agreement such as the president of Sega Co., Ltd., the president of Bandi Co., Ltd., and the president of Toho Co., Ltd. also agreed with me that the 1976 agreement is the right transfer agreement and can be enforced under the Japanese law.

The agreement which referred to by the Plaintiff, pursuant to document Jor.172 to Jor.175, is not similar to the original copy.

The word "Mouvie" on the seal at the bottom of Tsuburaya Enterprise Co., Ltd.'s form paper, pursuant to document Jor.172, is misspelled. As a result, it should not be a true document which was made later. The document Jor.172 is dated on 4 January 1976.

In addition, document Jor.174 and Jor.175, which dated on 28 October 1976 and 27 January 1977, at the center of the paper, which has the EP seal, also misspell the word "Movie" to "Mouvie".

However, the EP seal of document Jor.173, dated on 16 August 1976, spells the word Movie correct.

Mr. Noboru told me that the reason to specify in Clause 2 the granting of right retrospective to the date of the first production of movie is because he wanted to honor me as the co-author of ULTRAMAN since the beginning.

The reproduction right specified in Clause 3.3 means the production of movie by using the new character of ULTRAMAN indefinitely, while Clause 3.2 means the right for the creation of work from the old character.

Document Jor.161, which is the receipt, is the receipt of the expense for the receiving of negative from Shaw Brother Co., Ltd. there is a content written and signed certificate by pen at the address in the frame. However, I did not write other content out of frame.

The financial status of the Plaintiff stated to increase since 1976 and was in the good position in 1979. The reason for the increasing is because the screening of my HANUMAN movie. Mr. Noboru published 100 copies to screen all over Japan and earned the profit around Baht 60,000,000.

If the Plaintiff does not accept the 1976 agreement, Plaintiff will not entitle to screen the HANUMAN movie in Japan and the Baht 60,000,000 profit should belong to me.

On the inquiring process at the police station, I used to tell the inquiry officer about the creation of ULTRAMAN work but the officer told me that my story is too long and required me to make it short. As a result, I picked only the creation of HANUMAN work, including the information registered with the Department of Intellectual Property. I also told the inquiry officer every time about the 1976 agreement and the apology letter, which the Plaintiff certify my right. The inquiry officer believed in my story and did not ask for more documents.

For the case which I report the offence against the infringers of my right, none of the infringers disputed my right. As there was no claim for me to present the evidence of my entitlement for the right since the beginning, I, therefore, did not show any evidence.

I did not reveal that I was the co-creator with the Plaintiff since the beginning, but just reveled in this case because I plan to build the ULTRAMAN museum to collect all works and will reveal it when the museum is opening. If I reveal this before the opening of the museum, the Thai people will not give any attention to the work of Thai. The goods, kept in my house and studio, were given by Mr. Noboru. I keep them in order to build the museum together with Mr. Noboru, which was the will of My Eiji before his death.

Mr. Ugawa and Mr. Takano know the plan for building the museum and used to issue the document Lor.47 to Defendant 3.

Another objective is to build a good relationship between Thailand and Japan.

Another reason I did not reveal the creation of ULTRAMAN work is because if I reveal the story, my income will drop, as Thais did not like Thais work. In addition, on that time, the Copyright Act 1994 still was not enforced and the infringement of copyright was common practice without the punishment. The infringer did not fear the officer.

Document Lor.76 has the word "Co-creation by Sompote and Toho". Actually, Toho Co., Ltd. was not the co-author but its name was put in the document due to the trade benefit. Toho Co., Ltd. is a giant in the film industry and I was authorized to use the name of Toho Co., Ltd., because Toho Co., Ltd. already accepted me as a member of the company, pursuant to document Lor.266.

On the document Lor.76, I declare the all rights reserved in the figure of 11 ULTRAMAN characters.

I also imported the Doraemon and named the movie in Thai. Neither I nor Toho Co., Ltd. produced this movie but Toho Co., Ltd. was the distributor. However, due to the trade benefit, the poster (as per document Lor.322) specifies that Toho Co., Ltd and I are the co-author.

This trick for the trade benefit was also done by the Plaintiff by using the name of Toho Co., Ltd. to advertise event Toho Co., Ltd. did not involve in the production. As it is appears in the poster of the ULTRAMAN attached at the ULTRAMAN cinema. The poster (as per document Lor.175) has the red circle seal of Toho Co., Ltd. affixed and page 224-225 of the document Jor.18 was marked by red color.

My exercise of right as the owner of ULTRAMAN work is widely acknowledged and no one disputed for that. Document, which shows the exercise of right, is this document Lor.323.

In addition, I also exercise such right in the public charity activity, pursuant to document Lor.324.

When Ultra Com Ink Co., Ltd infringed my right by licensing the right to VDO Square Co., Ltd., the Ultra Com Ink Co., Ltd. had Mr. Richard Sigler to contact me, pursuant to document Lor.195, which I brought the original document to show in the court today. Pursuant to this document Lor.195, Ultra Com Ink Co., Ltd. still disputed my right.

I had my attorney to issue the notice (as per document Lor.86) to Ultra Com Ink Co., Ltd. states that I will sue them in the United States and claim for the compensation in the amount of USD 24,000,000.

After I had threatened to sue Ultra Com Ink Co., Ltd., Mr. Jimmy Ugawa went to see me in Japan. He also brought the letter (as per document Lor.198) from Mr. Richard with him. He told me that Mr. Joe Taritaro ordered him to hastily contact me because Mr. Joe feared the punishment from the strict United States law. This letter was the facsimile send by Mr. Joe to Mr. Jimmy Ugawa, orders Mr. Jimmy to contact me and also specifies my telephone and fax number. It was written by handwriting. Mr. Jimmy Ugawa accepted that he was informed by Mr. Joe and requested to negotiate with me on 20 May 1996 at the hotel in Tokyo.

Before that Mr. Richard also issued the letter (as per document Lor.194) to me states that Ultra Com Ink Co., Ltd. is the authorized distributor worldwide excepted for People Republic of China, Japan and Taiwan.

As a result the cause for the preparation of the apology is as testified above.

On the negotiation in 20 May, Mr. Ugawa had proposed to prepare the apology letter for me by having Mr. Kazuo to sign on the document and having Mr. Joe Taritero to sign on behalf of Ultra Com Ink Co., Ltd. in order for me to not sue Ultra Com Ink Co., Ltd in the United States. Afterward, the Ultra Com Ink Co., Ltd. refused to sign on the document. I told them that if Mr. Joe does not signing the document, the Plaintiff should close Ultra Com Ink Co., Ltd. and has only Mr. Kazuo to sign on the document. Mr. Kazuo agreed and issued the apology letter (as per document Lor.12) and closed the Ultra Com Ink Co., Ltd.

For the sake of Mr. Eiji, I did not sue the Plaintiff.

In addition, Mr. Ugawa also said that there was the licensing of right to several companies, pursuant to document Jor.211, which is not a completed list. Defendant had already submitted document Lor. 61, which has the full list of the companies. I saw that there is a small number of companies in list pursuant to such document, I, therefore, did not have a doubt on it and accepted.

When I already received the apology letter, I kept my word and did not sue anyone.

Thereafter, Mr. Jimmy Ugawa informed me that Ultra Com Ink Co., Ltd. is entitled for the right worldwide, excepted Japan, People Republic of China and Taiwan. I found later that this information is inaccurate. Due to the fact that Ultra Com Ink Co., Ltd. still licensed the right to Little Giant Co., Ltd. in Taiwan, pursuant to document Lor.68. In addition, it also licensed the right to 2 Malaysian companies to have to copyright covering Thailand, pursuant to document Lor.69.

In addition, after the issuance of the apology letter, Plaintiff still licensed the right to Bandi Co., Ltd in Japan by having the right, which also covers Thailand, pursuant to document Lor.135 and also licensed the right to Dorda Industrial USA Co., Ltd to cover Thailand.

The performances of Plaintiff were the providing of false information and concealment and not complying with the apology letter. As a result, I exercised my right in Thailand by report the offence with the police in order to arrest BKC Trading Co., Ltd., the Bandi Co., Ltd.'s affiliate and the Plaintiff's customer. After the fail of the negotiation with me because I refused to negotiate with them due to the lying of the Plaintiff for all this time, Plaintiff filed a claim in this case.

Therefore, the Plaintiff's testimony that I deceived them to issue the apology letter is inaccurate.

Mr. Takano gave his statement to the officer at the Economic Crime Suppression Division and the Crime Suppression Division that I am not entitled to the right in ULTRAMAN work and told the officer that I deceived the Plaintiff to issue the apology letter. Such statement of Mr. Takano is inaccurate and I reported the offence to the police at Phahon Yothin police station, pursuant to document Lor.325 and Thung Maha Mek police station, pursuant to document Lor.147 and also filed a legal prosecution against Mr. Takano at the Bangkok South Municipal Court, pursuant to document Lor.148

The case which filed to the court and reported to the police are still on the process.

Answer Defendant 3's attorney examination

(Does not ask)

Answer Defendant 4's attorney examination

I have known Defendant 4 for not long ago. They purchased the copyright of ULTRAMAN from me. I made a licensing agreement to defendant 4.

The party of Defendant 4, which purchased the copyright, has Mr. Ittipol, Mr. Ittipol's wife and Defendant 4's attorney.

The coloring book was published by many persons but no one purchased the copyright. Most of them were unauthorized. Defendant 4 was the first to purchase the copyright.

In addition, there were those who unauthorized published the book of the publisher in order to sell for the public.

Before I would exercise the right in ULTRAMAN work, the Plaintiff never exercised any of its right.

(The witness has given the testimony until this time at 4.30 p.m. and still does not finish the Defendant's attorney examination. The Court postpones the examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)	..... (Signature)……Witness
(Mr. Phonphet Wichitchonchai)	..... (Signature)….. Plaintiff's attorney
	..... (Signature)….. Defendant 1, 2's attorney
…… (Signature)…….Judge	..... (Signature)….. Defendant 3's attorney
(Mr. Sonchai Sirariyakul)	..... (Signature)….. Defendant 4's attorney
	…... (Signature)….. Defendant 2
…… (Signature)…….Associate judge	……(Signature)….. Defendant 3
(Mr. Pramuk Sawatmongkol)	
	…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 27 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney cross-examination (continue from 5 October1999)

I am the founder of Defendant 1 and have been the authorized director since the founding, pursuant to document Jor.212. Defendant 3 has also has been the authorized director since the beginning. In addition, I am the partner in Chaiyo Limited Partnership, pursuant to document Jor.286, which was shown. Furthermore, I am the managing partner in Chaiyo City Studio Limited Partnership, pursuant to document Jor.287 and am the shareholder in TIGA Co., Ltd., pursuant to document Jor.222.

Tsuburaya Chaiyo Co., Ltd. has me, Defendant 3 and Mr. Thanin Tiranasawat as the shareholder, pursuant to document Jor.288.

Thaiburin Film and Chaiyo Film are the trade name, which are not registered as jurist person.

Chaiyo Film Co., pursuant to document Lor.10, is my trade name.

There is a usage of Chaiyo Film Co., Ltd. in the licensing notice (as per document Jor.234)

I graduated a high vocational education from Bangkok Technical College, movie production course. After I had graduated from the college, I went to study a night course Japanese language at Japan Trade Center, Charoen Krung Road, in front of the Post Department.

The high vocational education was 5 years course, but I skipped some years and spent only 3 years study.

On 1961, while I was working at Government Saving Bank, I also studied Japanese.

I had a duty to film movie for the Government Saving Bank and the bank wanted me to study the commercial film production in Japan. On 1962, I was sent to Japan for the first time, pursuant to the news on the newspaper (as per document Lor.244). It is true that I had gone to Japan on 6 February 1962. In addition, the newspaper, dated on 7 October 1962, also published that I have already returned.

The Sanseree newspaper (as per document Jor.248) also published the similar news.

When there was news of my return on the newspaper, I was applying for the Japanese visa, as the visa had only 6 months validation.

I had stayed in Thailand around 2 months before returned to Japan. This time I stayed in Japan around 1 year due to my visa could be extended in Japan for another 6 months. I returned to Thailand around December 1963.

I continued to work at the Government Saving Bank but this time there was no news published in the newspaper.

The second time I went to Japan, I went to work with Toho Co., Ltd.

During my employment at the Government Saving Bank, I went to Japan several times, as I have a good relationship with Toho Co., Ltd. During 1964-1965, Toho Co., Ltd. had filmed a movie name "Night in Bangkok" in Thailand which I also gave the assistance as the Thai team.

Although, I was working at the Government Saving Bank, I was granted a special privilege. In addition, I used to resign from the company on 1964 but my director rejected my resignation.

Toho Co., Ltd. has a strict regulation to accept the outsider to study as it is the confidentiality of the profession and there is a high competition. Toho Co., Ltd. has its own school.

The film director of Toho Co., Ltd. could not specify his own team member. The education will depend on whether which film director would be assigned for the student.

The education programme will be pursuant to the schedule, regulated by the company, which I could not intervene. When I first returned to Thailand, I had graduated my education pursuant to Toho Co., Ltd.'s education plan.

I focused my education on special technique call "special effect".

Toho Co., Ltd. appointed me as a member of Toho Co., Ltd. (as per Document Lor.266). I was authorized to use Toho seal.

My ability to use Japanese and English is on the same level.

While my ability to speak Japanese is good, my ability to write Japanese is bad. However, my reading ability in Japanese is well.

My speaking ability improved after I went to Japan.

I have a good ability to speak and read English but my ability in English writing is bad.

I understand that the word "The Member of Toho……" pursuant to document Lor.266 means the appointing to become a member of Toho Co., Ltd.

Document Jor.289, which is a translation of document Lor.266, is unlikely to be accurate.

The resignation letter attached in my house was a letter that I used to submit to the director but was rejected. As I result, I attached it in my house as a memory. However, I cannot remember when I actually resigned from the company.

The picture on page 129 of document Lor.7 is a picture taken when I had a meeting with Mr. Eiji on 25 December 1969. I cannot remember whether at that time I already resigned from the Government Saving Bank.

While I was working with the Government Saving Bank, I also had a private job. As a result I resigned from the Government Saving Bank. When I had graduated and returned from Japan, I started the construction of the movie studio.

During my employment with the Government Saving Bank, when the bank desired to film a documentary movie or a commercial movie, the bank would ask me to do so by using my movie studio. In addition, I also had a work from the television channel such as Kraitong (ไกรทอง), Longpri (ล่องไพร), Pra Aphai Mani (พระอภัยมณี) and Yaikata (ยายกะตา)

The photo pursuant to page 129 of document Lor.7 and the photo on document Lor.124 are the photo of the same situation and should also be the photo of the same situation on document Lor.123 and Lor. 257.

Mr. Eiji died on 25 January 1970, 1 month after taken such photo.

During the first 2 months of my stay in Japan, I had the manager of Mitsui Bank as an interpreter. I also gave the original copy of document Lor.239 and other photos to Mr. Eiji.

Afterward, when I had traveled to Japan for the second time, I offered the idea of creating the ULTRAMAN work to Mr. Eiji, which I believe that it was on April 1963. When I was offering such idea to Mr. Eiji, Mr. Ishiro Honda who was a famous film director also presented. Mr. Honda died around 3 years ago.

Upon suggestion of the idea, I also gave him the document Lor.254, document Lor.42, picture of the area around the Grand Palace and other postcards.

On 1969, I gave album (as per document Lor.250) to Mr. Eiji .

The creation on the concept process consumed several months and I had a chance to speak with Mr. Eiji several times.

Mr. Eiji had a skill on drawing, which I does not have.

Mr. Eiji told me that he will keep it confidential as upon the revealing, the project will be copied.

Mr. Honda rarely spoke with Mr. Eiji on the process of creation the concept.

I believed the Mr. Eiji authorized Mr. Toru Narita to draw the outline of ULTRAMAN as Mr. Eiji deeply trusted in him. I do not know where Mr. Toru Narita designed the outline of ULTRAMAN but Mr. Eiji told me to not speak with other about this.

I do not know about the design of REDMAN or BEMLOR

Page 1353 of document Lor.254 means my master plan about human to fight the monster. The picture patched on the last page which has the word OTTOMAN written by pencil was the picture that I proposed to Mr. Eiji about the outline of ULTRAMAN. The word ULTRAMAN means the Turkey worrier warn the armor.

Mr. Eiji told me that he wants the worrier that does not scary, having a good shape and does not scare the kids. As a result, I proposed the picture (as on document Lor.254). Afterward, I proposed the Sukhothai Buddha statue, pursuant to the picture of the Buddha statue, raising hand posture (as per page 21-24 of document Lor.243).

I bought the book (as per document Lor.254) in Tokyo. The date on the document is 6 February 1962, which was the date I had traveled to Tokyo.

The pictures attached in the book were attached by me since I bought it on 1962.

I did not give the book to Mr. Eiji but took a picture for him. I cannot remember which page was taken a photo.

The cloth of Toho Co., Ltd. in my house pursuant to the photo (as per document Jor.290) was a memory given to those who visit Toho Co., Ltd. and bought such cloth. It is not a certificate of Toho Co., Ltd. In addition, such sign does not have a Japanese message which means a memory for excursion pursuant to the translation (as per document Jor.291)

The picture in subsequent 2 (as per document Lor.245) is a picture that the director of Toho Co., Ltd. told me that will become his apprentice. The picture in subsequent 16, 17 and 24 were taken at the end of 1962.

(The witness has given the testimony until this time at 4.30 pm and still does not finish the Plaintiff's attorney cross-examination. The Court postpones the cross-examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)	..... (Signature)……Witness
(Mr. Phonphet Wichitchonchai)	…... (Signature)….. Plaintiff's attorney
	..... (Signature)….. Defendant 1, 2's attorney
…… (Signature)…….Judge	..... (Signature)….. Defendant 3's attorney
(Mr. Sonchai Siearíyakul)	..... (Absent)…… Defendant 4's attorney
	…... (Signature)….. Defendant 2
…… (Signature)…….Associate judge	…… (Signature)….. Defendant 3

(Mr. Pramuk Sawatmongkol)

..... (Signature)..... Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 28 Month: October Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

(Continue from 27 October 1999)

Answer the Plaintiff's attorney cross-examination

I was 20 when I went to study Toho Co., Ltd, while Mr. Eiji was 61.

The presentation of idea was conducted in Mr. Eiji's office, which is a personal room and had only 3 witnesses.

The photo (as per document Lor.244) No.24 was taken on 1962. Such picture was a picture of Mr.Eiji signed his signature for me as a memorial before my returned to Thailand, taken by Mr. Tanaka.

Document Lor.243 was photos. Some of them were viewed by Mr. Eiji such as 4 pictures of Buddha stature which were attached later.

I believe that Mr. Eiji authorized Mr. Toru Narita for drafting.

I do not recognize the Plaintiff's attested about the conspiracy with TBS Co., Ltd.

The ULTRAMAN movie, which was planned for the production since 1963, had the concept of creating a movie about the human who defeat a monster, which was a tradition of film production in Japan that need a concept first.

On my traveling to Japan on 1969, I met Mr. Noboru and Mr. Eiji. However, I did not meet Mr. Akira. As a result, as Mr. Akira attested that he met me, was false.

The marked picture, on page 87 of document Lor.302, is a sketch picture of the character of ULTRAMAN. I read and could not certify accuracy of the translation in Japanese as per Clause 4 of document Jor.292.

I did not involve or acknowledge in the drawing of other pictures in page 87. I only acknowledge the pictures which were highlighted. I remembered that they were drawn proposed by Mr. Narita.

I did not involve in the drawing of outline (as per page 194, 195 of document Jor.18).

Page 7 of document Jor.69 was a picture of GOMORA. Mr. Eiji got the idea from Torapee and Torapa. However, it has 2 legs for convenience of performance. Page 155, 156 and 157 of document Lor.302 was GOMORA while filming. The highlight in page 156 is a sketch of GOMORA that was drawn by Mr. Narita.

I do not certify the correctness of page 156 of the translation of document Lor.302 (as per document Jor.293), which was submitted to the Court. The content in (3), which states that the horn of GOMORA came from the iron helmet of Kuroda Nagamasa is inaccurate.

Page 120, 121 of document Lor.302 is a picture of DODONGO which is inspired from qilin, the animal lives in Himmapan forest. The highlight picture in page 121 is a picture sketched by Mr. Narita. The translation of document Jor.284, which translates Clause 2 of page 121 of this book that the design is Mr. Narita Toru, is correct.

Today is the first day that I have a chance to inspect the Japanese book (as per document Jor.295). The Thai language attached that it was republished from the original copy in 1967. However, I do not know whether it was actually published. I do not certify the accuracy of the translation of DODONGO in page 152 (as per document Jor.296) which specify that the creator is Mr. Fujikawa Keisuke and the designer is Mr. Narita.

Qilin is the animal in Thai literature but I do not know whether the Chinese also has this animal.

The translation (as per document Jor.297), which translates page 154 of document Jor.295 that Mr. Kinjo Tetzuo is the creator of GOMORA, is inaccurate. Notwithstanding, Mr. Kinjo was one of the staff and the translation that the concept of dinosaur monster is also inaccurate, as dinosaur has no horn.

The design of monster was done on the same time as the design of the ULTRAMAN.

I did not involve in the writing of screenplay.

The picture (as per page 151 of document Jor.102) is not Garuda, as Garuda is much more beautiful.

The picture (as per document Lor.134), was taken on 1964, while I visited Tokyo and also while filmed the ULTRA Q.

The word ULTRAMAN has a concept from Western's Superman. Mr. Eiji wanted to create the children superhero movie. The word ULTRA if placed in front of any word shall have a meaning as superhuman.

I named it the SUPER HUMAN when it was first screening in Thailand at the cinema in 1968. When I had already named it, I attached the poster in front of the cinema.

At the end of 1994, I registered the copyright of the name SUPER HUMAN. Presently, it is on the registration process.

Defendant 3 should be examined whether the word "Super Human" is registered in other countries, as he is the responsible person.

Document Lor.140 to Lor.146 were documents related to the registration of ULTRAMAN's trademark and objection to the translation of SUPER HUMAN.

Defendant 3 should be examined about my registration of the trademark.

Pursuant to document Jor.88, I registered the information of copyright on June 1995. I submitted the petition states that it is the co-creation with Mr. Noboru in Japan and was created on May 1974.

The authority examined the detail from me and typed the petition. The reason why I did not refer to Mr. Eiji was due to the question from the authority on HANUMAN and my consideration that it will be a long story. The authority accepted the petition on 16 June 1995.

I saw the authority again on 26 June 1995, as I still not finished all the process on 16 June 1995. This time the authority prepared the document Jor.90 and Jor.91, HANUMAN AND 7 ULTRAMANS and GIANT VS JUMBO A. I specified that they are the co-creation with Mr. Noboru and specified that I used to authorize Mr. Noboru to screen such movies in Japan.

During the registration of such 3 movies, I had reviewed the information of the Agreement in 1976 but the authority did not use it. Due to the fact that the authority needed the creation to show that there is advertising in Thailand. The authority required the photo of the copyright work and required the copy of VDO and the police's censor permission form for the movies.

When Mr. Noboru died on June 1995, Mr. Noboru's wife lately called me. The funeral already finished as the body needed to be cremated within 24 hours. However, I had attended the bone embedded ceremony 1 month later on 23 July 1995.

On the beginning of 11995, I acknowledged the government's announcement for the registration of copyright. I understood that the Intellectual Property Right Department will also examine the Plaintiff's information. I understood that they asked the information from Mr. Noboru.

I do not register the ULTRAMAN's copyright in other countries.

The first movie, which was screened in the cinema, is Tha Tian (ท่าเตียน), production in 1970 and screened in 1972.

My officer prepared some wrong information in document Lor.263 such as the JUMBO A was produced in 1973 and HANUMAN was produced in 1974 but the year of the 2 two movies in such document was alternated.

The latest movie which was produced is Kingka Kaiyasit (กิ้งก่ากายสิทธ์), produced in 1986. After that I stop produce movie, due to the issue from the infringement VDO.

During 1997, I reported the offence to the officer, pursuant to document Jor.115 to Jor.123, pursuant to document Jor.115 to Jor.118 and 121. The offence was reported to the Economic Crime Suppression Division that I am the owner of the copyright of ULTRAMAN works, which assigned from The Plaintiff and specified that I used to produce the HANUMAN movie with Mr. Noboru. I also reported to the police that I used to be a co-author of the work with Mr. Eiji but the police did not record it stated that it is too long to record to record the copyright. I did not present to the police the other evidences such as photo, which were testified about the co-creation of the work with Mr. Eiji in the Court.

The police officer record of document Jor.119, Jor.120, Jor.122 and Jor.123 was done on the same way as document Jor.115, Jor.116, Jor.117, Jor.118 and Jor.121.

There are some contents in document Jor.119, Jor.120, Jor.122 and Jor.123 which are underlined that the Company licenses the right to me for the exploitation in copyright work. In addition, it also specifies that the Plaintiff authored the ULTRAMAN and monsters in the movie and brought such figure to create the products such as comic. Finally, it also specifies that the Plaintiff produced the products by using ULTRAMAN figure to distribute in Japan and all over the world, which I view that I am the sole owner in the copyright.

In the list of damages which I claimed from the infringers, there are several infringers that I did not actually file a claim as they are small panel. I received the highest damages from Carrefour in the amount of Baht 300,000, while normally I received the damages in the amount of Baht 30,000.

Pursuant to document Jor.124, there is a content highlighted that I am the owner of copyright of the fine art of the 7 ULTRAMAN figures, which I am the designer and authorized Mr. Prayun Chanyawong to draw the outline without the compensation.

I specify that ULTRAMAN 1 means ULTRAMAN

ULTRAMAN 2 means ULTRAMAN ZOFFY

ULTRAMAN 3 means ULTRA SEVEN

ULTRAMAN 4 means the RETURN OF ULTRAMAN

However, for No. 5 to 7, I did not specify the number at the end.

In addition, such document also has a content specifies that such 7 ULTRAMAN were authored in Thailand and also attached the photo of Mr. Prayun Chanyawong and also has a sketch of ULTRAMAN, except the MOTHER ULTRA, sketched by Mr. Prayun. In such case the court had the decision pursuant to the Defendant's confession.

During 1973 to 1975, I did not work with any newspaper or journal. Mr. Chukiat Bunruam, who used to be my driver, borrowed my name to use as an adviser pursuant to document Lor.131 to Lor.133.

The book (as per document Lor.132) also has the picture pursuant to document Lor.7, page 129. Mr. Chukiat copied such book for publishing.

In the editorial department of such book I only acknowledge Mr. Chukiat.

If there is a publishing of HANUMAN or SUPER HUMAN in such book, I will be done by Chukiat Mr. without permission. When I acknowledged the publishing, I deemed it as the indirect way of advertising the work.

The photo which attached later after purchasing of the book (as per document Lor.248) is the wall painting of Rammakian specified to be published in 1982. The album of monsters in the literature (as per document Lor.241) has a picture of Kraison Paksa (ไกรสรปักษา), which is the concept for DODONGO, specified to be published on 1 August 1988.

All pictures in album of pictures (as per document Lor.240) were taken in 1969. In addition, the photo album of character in Rammakian (as per document Lor.242), taken in 1962, covers the Japanese news (the Plaintiff's attorney showed some of the pictures to the witness, which the glue should still sticky. However, the witness told that it was due to the deterioration of glue)

There was no screening of JUMBO ACE in Japan at the time of the production process of the GIANT VS JUMBO. Mr. Noboru told that as the television movie is also the copyright of the television broadcaster and the copyright shall belong to the Plaintiff when the broadcasting is finished. As a result, the production would be permitted when the broadcasting of the old movie is finished.

Apart from the JUMBO ACE itself, in GINAT AND JUMBO A movie, Mr. Noboru also used the monsters in JUMBO A television movie. Mr. Noboru used a technique for expansion from a television movie to a film movie. As a result, I put more investment by adding the GIANT and added the mixed Thai- Japanese story.

Such special technique was done by Mr. Nagano.

The book (as per document Lor.18) is a portfolio of JUMBO ACE. The monster in page 39 is the picture of the monster used for expansion from a television movie to a film movie by Mr. Noboru.

The translation (as per document Jor.298), which translate page 39 of document Lor.18 that underline the above line involving the story is correct. However, the content in the 2 bottom line is inaccurate as the filming did not done together with the episode 50, as specified.

The screen in the GINAT AND JUMBO A movie was reshooting. Some screen was also shot in Japan.

The story of GINAT AND JUMBO A movie is not the same story as the episode 50 of JUMBO ACE movie screened in Japanese television.

(The witness has given the testimony until this time at 5.00 pm and still does not finish the Plaintiff's attorney cross-examination. The Court postpones the cross-examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Siariyakul)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Absent)…… Defendant 4's attorney

…... (Signature)….. Defendant 2

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

…… (Signature)…… Court officer

…… (Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 1 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney cross-examination (Continue from 28 October 1999)

The creation of JUNBO A movie had appeared in the newspaper (as per document Lor.91), dated on 22 August 1973, that there is a negotiation with Mr. Noboru about the production of the GINAT AND JUMBO A. However, the negotiation was done before August.

The picture which is specified that Defendant 2 viewed the production of JUMBO A movie in Japan has an inaccurate explanation. According to the fact, the production of such movie was already finished.

Such picture and news are mostly inaccurate.

After shake-hands ceremony, pursuant to the picture, had occurred, the production of movie was prepared. The preparing process spent around 3 months.

A picture had been taken on an event of signing the Agreement but presently such picture already gone missing. Only the picture taken with the movie star still remains.

Detail of the expenses does not specify in the Agreement (as per document Lor.177). I understand that, in addition to the special expenses added, the expenses until completion of the shooting are already summarized in the Agreement.

Document Lor.177 was drafted and prepared by Mr. Noboru. I signed on the document before Mr. Noboru. I did not sign on the left space but rather signed on the right hand side of the document.

The picture (as per document Lor.219) was taken before signing of the Agreement but on the same day.

Document Lor.278 is a document that shows the detail of the Plaintiff's request for addition expenses for the producing of the GINAT AND JUMBO A movie, after finished the production of such movie.

Such expense is the expense for the production of additional movie trailer and additional costume.

The expense as seen in document Lor.278 is the expense for additional copy from the original copy of movie.

The word written by pencil that 17 Nov. 1973 is my handwriting as a memo for me about the date I need to make a payment.

The GINAT AND JUMBO A movie finished shooting on November 1973.

The due date for making a payment pursuant to the Agreement (as per document Jor.177) is 11 October 1973 and 3 November 1973. The negative film needs to be submitted within 20 December 1973.

Document Lor.37 was issued for me in order to use incorporated with the waybill of the film of movie, imported to screen in Thailand. I did not make a payment pursuant to document Lor.37 but made a payment pursuant to document Lor.177.

The invoice relates to the payment pursuant to the Agreement (as per document Lor.177) did not be submitted. I do not know whether it still remains.

Document Lor.37, which specifies 16 m/m SE Tape in the amount of 2,000 US dollar, complies with Clause 3 of Article IV in the Agreement (as per document Lor.177). However, Clause 1 and 2 do not comply with list 1, 2 in the invoice (as per document Lor.37).

The person who wore the puppet is Japanese but the person who wore the GIANT is Thai. The Thai stars performing in the movie are Chaiya Suriyan and Aranya Namwong and other supporting Thai actor not exceeds 10 persons.

The foreign star and then screen production are responsibility of the Japanese team.

Mr. Noboru had me to sign the document Jor.83 after the completion of GINAT AND JUMBO A production. Such document was dated on 16 November 1973. However, the date was later specified by Mr. Noboru, pursuant to the testimony of Plaintiff's witness, Mr. Morishima.

The Performa invoice (as per document Jor.83) misspells the name Thai Burin Company Ltd. The actual spelling is Thai Burin Film.

The date in such invoice is misspell to Noember. I should actually spell November. However, I did not misspell such word.

I certified that the date, which written by handwriting as "13 Dec", was later added after I had signed the Agreement. Clause 2 of the document Jor.83 specifies the film delivery date at 13 December 1973.

Clause 3 of document Lor.177 regulates that the film shall be delivered to me on 20 December 1973.

Document Lor.37 has a content specifies the area of licensing that the far east, excepted Japan, as appears in the highlight content. Content in the news (as per document Lor.91) specifies that I am entitled for the distribution in Asian market, excepted in Japan.

The Agreement (as per document Lor.177) does not have a content specifies about the copyright of this movie.

There was Mr. Toyoaki Dan presented as the witness while signing the Agreement (as per document Lor.177), pursuant to the picture (as per document Lor.219). Presently, Mr. Dan was already dead but I believe that the Japanese actor and actress are still alive.

There was no other person presented while signing the Agreement (as per document Jor.83). Mr. Noboru had me signing the Agreement in Japan.

Mr. Noboru came to Thailand for the first time in 1970 after the death of Mr. Eiji . After that he came to Thailand every year. The last time he came to Thailand was in 1980. For me, I met with Mr. Noboru in Tokyo several times. The last tome was in 1995 before the death of Mr. Noboru. The number of time that Mr. Noboru came to meet me in Thailand is almost equal to the number of time that I met Mr. Noboru in Japan.

Mr. Noboru had me to sign on the document Lor.83, which I cannot remember whether I signed my name on one or two documents and I also cannot remember whether Mr. Noboru gave me a copy of the document.

On the date I had met Mr. Morishima in Tokyo on 1998, I did not show Mr. Morishima the original and the copy of document Jor.83 (the witness explains that the reason he testify on Mr. Morishima is due to Mr. Morishima's testimony which testified in this court that he has never seen any agreement. However, it appeared, pursuant to document Lor.188 that Mr. Morishima used to see the document Lor.177).

On such date, I showed Mr. Morishima several copy of the agreements. I put the agreements in the portfolio (as per document Lor.183) (in total of 4 copies). The copy of 1976 Agreement also put it that portfolio.

The photo (as per document Lor.188) was taken by me. As a result, I was on the opposite of Mr. Morishima.

The look of the Agreement (as per document Lor.177), pursuant to the picture, was to place its front to face me. The glass of water was not mine.

I always take my camera with me, including when I went to Japan.

I know Mr. Noboru for 30 years and accustom with Mr. Noboru's signature. I am much more familiar with English signature than Japanese.

Mr. Noboru's characteristic signature pursuant to document Lor.9 appears on the slide. My employee prepared such slide. I do not know whether Mr. Noboru signed from left to right or right to left.

I received document Lor.7 in Japan. Content, written by handwriting appears on the photo, was written later and the content is inaccurate.

There were 2 signatures, signed by Mr. Noboru in both English and Japanese, appear on the book (as per document Lor.7).

I remember that there were only Mr. Noboru and I presented when Mr. Noboru signed his signature. Mr. Noboru had signed in Japanese before signed in English later. The reason for signing 2 signatures is to ensure that Mr. Noboru was the signer.

Document Lor.8 has 2 signatures of Mr. Noboru. The receiving date appears in the book was 25 December 1972.

Mr. Noboru had signed on the book (as per document Lor.8) before sent it me. He did not sign before me.

The book (as per document Lor.8) is a biography of Mr. Noboru. The content in such book is boasting over truth. However, when I translated to the Court, the translation is truth.

(The witness has given the testimony until this time at 12.00 pm and still does not finish the Plaintiff's attorney cross-examination. The Court postpones the cross-examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)	..... (Signature)……Witness
(Mr. Phonphet Wichitchonchai)	…... (Signature)….. Plaintiff's attorney
	..... (Signature)….. Defendant 1, 2's attorney
…… (Signature)…….Judge	..... (Signature)….. Defendant 3's attorney
(Mr. Sonchai Siearíyakul)	..... (Absent)…… Defendant 4's attorney
	…... (Signature)….. Defendant 2
…… (Signature)…….Associate judge	…… (Signature)….. Defendant 3
(Mr. Pramuk Sawatmongkol)	
	…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 1 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney cross-examination (Continue from the morning)

I signed on the Agreement (as per document Lor.29) as an assistant seller, while Mr. Noboru signed as the guarantor of the seller. The original copy was sent for investigation at the Office of Police Forensic Science as per the Plaintiff's request.

Before having me to sign the Agreement (as per document Lor.29), Mr. Noboru had already sold the negative film to Mr. Lee Shen Long. Such Agreement specifies the area of the Far East, excepted Thailand and Japan.

The document which shows that Mr. Lee Shen Long made a payment to Mr. Noboru in the amount of USD 30,000 is pursuant to document Lor.286. Such document was made on 10 December, the year 65 of Taiwan, which was 1975. The heading is mine.

The signature of Me. Lee Shen Long in document Lor.286 was in Chinese. The part which appears in document Lor.29 in English was the stamp signature not handwriting.

I did not contact Mr. Lee Shen Long for a long time.

Such performance of Mr. Noboru should be acknowledged by Plaintiff's people. As Mr. Morishima testified that he knows Mr. Frank Wong well and he acknowledges the performance of Mr. Noboru. In addition to Mr. Mishima, other persons in the Plaintiff also acknowledge this.

There is content in Clause 5 of the Agreement (as per document Lor.29) specifies that the negative film was kept in Tsuburaya Enterprise Co., Ltd.

I do not have a business contact with Taiwan.

I have never met Mr. Lee Shen Long in Taiwan. I used to meet Mr. Lee Shen Long at Tsuburaya Enterprise Co., Ltd.

The only contact document between Mr. Lee Shen Long and me is a business card.

Mr. Noboru made an appointment for me to meet Mr. Lee Shen Long. Mr. Lee shen Long was the old Taiwanese who can speak Japanese.

Mr. Lee asked me to certify that Thailand is the birthplace of GIANT AND JUMBO A movie in order to use the right pursuant to the Agreement.

The payment of USD 30,000 to Mr. Noboru was oral agreement. I do not know whether there was a screening of the movie on the Agreement at that time.

I do not know how many installments of the payment pursuant to the Agreement Lor.29.

There is an agreement pursuant the Agreement (as per document Lor.29) that should the movie does not pass the censor, Mr. Noboru has to return the USD 20,000.

The HANUMAN Agreement (as per document Lor.103) complies with document Lor.160. However, the distinction between these two documents is only the using of the month name, which document Lor.103 uses full September, while document Lor.160 uses Sept. abbreviation.

The signing date was 3 September 1974. However, such date was after finishing the production of HANUMAN movie.

The compensation, pursuant to the Agreement (as per document Jor.160) in the amount of USD 90,000, was already paid to the Plaintiff.

Production cost is a lump sum expense for the movie production which does not specify the detail of the payment.

The shooting of HANUMAN was done in Thailand than Japan.

For actor who wore puppet, if the shooting was done in Japan, the actor would be Japanese and if the shooting was done in Thailand, the actor would be Thai.

The shooting in Thailand was done in order to shoot the picture to make a compositing technique. In addition the shooting was also done in Japan. The shooting was done both in my film studio and film studio in Japan, the screen used in this movie are both Thailand and Japan. However, the screen in ULTRA SEVEN was not used.

The expense occurred from the shooting in Thailand was my responsibility. In the same way, the expense occurred from the shooting in Japan was the responsibility of Plaintiff.

There is no regulation about the copyright, pursuant to the Agreement (as on document Jor.160 or document Jor.103). It is deemed that that the copyright was also given, when the original negative and sound negative were given.

Invoice (as per document Lor.229) was made in order to use in the custom procedure. There was no actual payment pursuant to this invoice, but the payment was done pursuant to the Agreement.

Such invoice regulates the authorized jurisdiction as the Far East, excepted Japan.

The production of HANUMAN movie was finished on 3 September 1974. In such year I did not produce any other movie.

Invoice (as per document Lor.289) is the additional expense and does not relate to those regulated in the Agreement.

On that period, the currency exchange was Baht 7 per JPY 100. The first page of document Lor.289 shows the amount of round trip plane ticket from Bangkok to Tokyo in the amount around Baht 6,400 (JPY 88,940).

Invoice No.2 (as per document Lor.289), in the amount of JPY 900,000 (Baht 63,000), is the amount of HANUMAN movie negative film. However, it does not specify that it is the amount of such movie.

Invoice No.3 (as per document Lor.289), in the amount of JPY 900,000, is also the amount of negative film, but does not specify.

Invoice No.4, dated on 20 January 1975, in the amount of JPY 1,000,000 (Baht 70,000), is part of the expense for movie production.

The final invoice, dated on 20 January 1975, in the amount of USD 6,640 (Baht 120,000), is the additional payment.

Invoice (as per document Lor.22), in the amount of JPY 5,900,000, is the payment of additional published copy film, which I had to make additional payment. As the USD 90,000 payment is only for the production cost.

Plaintiff did not issue an invoice for the payment pursuant to the Agreement in the amount of USD 90,000, as it deemed already specified in the Agreement and there is no separation of the expense detail due to it lump sum nature.

I made a payment for this HANUMAN movie in the total amount of USD 120,000. All the documents were already submitted to the court.

Picture No.2 of the document Lor.292 was taken with Sir Run Run Shaw at Dusit Thani. Picture No.1 was taken at Mr. Shaw's company in Hong Kong. Picture No.1 was taken after picture No.2 had been taken around 2-3 months.

The Agreement (as per document Lor.295), which I entered with Po Wah Film, relates to the HANUMAN AND ELEVEN ULTRAMAN. The document Lor.273 which I entered with Mr. Vee King Shaw relates to the HANUMAN AND THE 5 KAMEN RIDERS. Detail of the Agreement is as on the similar form. The draft of the 2 agreements was prepared by the parties which I did not make it.

The 2 companies pursuant to the Agreement do not relate to each other. However, they use the similar form as such form is used in the Hong Kong film industry.

Sir Run Run Shaw purchased the HANUMAN AND 7 ULTRAMAN movie in the amount of USD 120,000 and entitled for the copyright in this movie for 7 years, excepted Thailand, Japan and Taiwan. This exception is my request.

The negotiation was done in Thailand. Sir Run Run Shaw said that he will make a payment when the original of negative is delivered to him.

The negative was kept in Tokyp Lab. Mr. Noboru was the person who take delivered the negative and sound to Sir Run Run Shaw in Hong Kong and received the payment. He also negotiated the jurisdiction with Sir Run Run Shaw. The 7 years period was regulated by me since the beginning. I did not attend the negotiation myself because I was occupied by the screening of the movie.

Now the negative and sound are with me. On 1979 Mr. Noboru wanted the film. He then requested me to take the negative from Mr. Shaw and would make a payment to me in the amount of JPY 5,000,000. As a result, I took the film from Mr. Shaw and received JPY 5,000,000 from Mr. Noburu. Afterward, I returned the film to Mr. Shaw. Notwithstanding, it appeared that Mr. Noboru secretly copy the film.

Mr. Shaw had kept the negative until 1982 when I requested the return of negative as the 7 years period of the Agreement was due.

The delivering of film between me and Mr. Shaw had the document which I signed as the receiver. The importation of the film in Thailand required the consignment note. However, the original negative of HANUMAN movie was kept at Mandarin Lab Co., Ltd. in Hong Kong.

The usage of edited film of HANUMAN AND 11 ULTRAMAN was edited from the copy version.

At that time, I called Mr. Noboru to bring the negative to Mr. Shaw because I trusted Mr. Noboru.

Mr. Noboru entered the Agreement with Mr. Shaw, pursuant to document Lor.40. Such document was prepared by Mr. Shaw in order for Mr. Noboru to sign. The specified amount in the Agreement is USD 120,000, which complies with the amount agreed with me. On the jurisdiction given to Mr. Shaw, Mr. Noboru added the right in several countries for Mr. Shaw, which actually Mr. Shaw should entitled for the right in only the Far East, excepted Thailand, Taiwan and Japan.

Mr. Noboru showed the document Lor.137 to me and said that he sold my HANUMAN movie to Hu Long Film in the amount of USD 80,000. It appears that document Lor.137 has a signature of Mr. Noboru but has no content related to the sale of movie to Hu Long Film. Only the amount of USD 80,000 appears in the last page. Firstly, I understood that Mr. Noboru gave me a wrong document.

Although, document Lor.40 has clause 5, document Lor.137 does not have content in Clause 5. Other contents in both agreements are similar. Document Lor.137 does not have a signature of Mr. Shaw side. Due to the fact that document Lor.137 specifies the amount at USD 80,000 which does not comply with the negotiation. Notwithstanding, document Lor.40 has signature from Mr. Shaw side.

Document Lor.137 and Lor.40 were given to me by Mr. Noboru in Tokyo. For document Lor.137, I did not request the original copy which made in Taiwan as there was the preparation of 1976 Agreement.

When borrowing the amount, which had been sold to Mr. Shaw and Taiwan, Mr. Noboru received the amount and told me that he would make a repayment within 1 year and the due date was on February 1976. When Mr. Noboru did not make a payment, we, therefore, entered the 1976 Agreement.

Although I did not make it a big issue, before entering the Agreement, I had already requested for the repayment.

Mr. Noboru proposed to prepare this 1976 Agreement. The conditions in this Agreement were specified by Mr. Noboru.

Mr. Noboru had me to inspect the Agreement on 3 March 1976, 1 day before signing the Agreement on 4 Mach.

Posters (as per document Lor.293) were the poster that I installed at the wallpaper in my hose. I installed them both vertically and horizontally. I do not know whether the content in document Lor. 293 is related to Hu Long Film as it was written in Chinese.

The poster installed in my hose (as per document Lor.314) is marked with *.

The inside covers of document Lor.243 is the picture that had been installed before the filing the claim, as well as the picture of Buddha statue (No.21 right and left and No.23 left and right), which also installed before filing the claim.

I do not know when the ULTRAMAN would be advertised in other countries, excepted Japan and Thailand.

HANUMAN AND 11 ULTRAMAN movie was edited from the old movie by editing the HANUMAN AND 7 ULTRAMAN with ULTRAMA ZOFFY television movie. Mr. Noboru gave me the normal 35 mm film to me for editing. However, I had to make a cinemascope. I did not make an agreement on that time and after I had looked through the document, I did not found the agreement. Only the equipment fee in the amount of USD 18,000 was paid to Mr. Noboru.

After the production of the HANUMAN AND 11 ULTRAMAN, I did not involve with the production of any ULTRAMAN movie again.

(The witness has given the testimony until this time at 4.30 pm and still does not finish the Plaintiff's attorney cross-examination. The Court postpones the cross-examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Sicariyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

…… (Signature)……Witness

…… (Signature)….. Plaintiff's attorney

…… (Signature)….. Defendant 1, 2's attorney

…… (Signature)….. Defendant 3's attorney

…… (Signature)….. Defendant 4's attorney

…… (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 2 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney cross-examination (Continue from 1 November 1999)

The photo (as per document Lor.53) of Mr. Noboru was taken on 1970, which was the first year that Mr. Noboru came to Thailand. Mr. Noboru had come to Taiwan first before visited Thailand. The reason for traveling is mentioned in his biography that he wanted to sell the Plaintiff as the Plaintiff suffered from financial crisis.

By that time I had already started the production of several movies such as Kraitong (ไกรทอง), Pra Aphai Mani (พระอภัยมณี), Longpri (ล่องไพร) and Yaikata (ยายกะตา), which were broadcast on the television.

At that time Mr. Noboru told me that Plaintiff was indebted for several hundred million Yen. However, he did not tell me who the creditor was.

Mr. Noboru told me that Toho Co., Ltd. gave Mr. Eiji a lot of works. Mr. Eiji needed to make 3 movies per year for them.

Plaintiff later entered the rehabilitation. I used to take Mr. Noboru to borrow a loan from the Mitsui bank, Tokyo branch. The bank requested Toho Co., Ltd. to provide a guarantee for Mr. Noboru.

Toho Co., Ltd. withdrew its' shares in Plaintiff on the middle of 1970 and Mr. Hijime was appointed as the president.

I did not involve with the withdrawal of the shares.

I knew of this story from Mr. Noboru. The cause of the issue was Toho Co., Ltd. disbelieve in Mr. Noboru, who was Mr. Eiji's son. President of Toho Co., Ltd., Nezumi Fujimoto told me that Mr. Eiji was bad for raising his son and his son is a playboy who does not work hard.

Plaintiff recovered from the screening of HANUMAN movies in Japan. Plaintiff earned the amount around Baht 60,000,000 as on that time ULTRAMAN was just boom.

My HANUMAN movie was produced by using cinemascope system. While ULTRAMAN, which just made as television movie was blown up to be 35 mm standard.

The reason I used the Toho Co., Ltd.'s seal (as per page 224, 225) in the poster was due to Toho Co., Ltd. had the cinema all over the country. Such poster was published by Toho Co., Ltd. for advertising. The poster has only Toho Co., Ltd.'s seal and has no content specifies that Plaintiff or Toho co., Ltd. was a co-producer.

As Mr. Noboru received the deposit amount from the purchase of ULTRA SEVEN movie, he, therefore, had enough amounts to purchase the plane ticket back to Japan when he came to meet me for the first time.

The deposit amount was USD 2,000.

As I testified that Tsuburaya Enterprise Co., Ltd. called ULTRA Q as ULTRAMAN 1, I had evidence which appears in the exposition in the Japanese museum, pursuant to the photo (as per document Lor. 20).

This photo of the exposition (as per document Lor.20) is the evidence which shows that Plaintiff was the preparer of documents in the exposition, which are several pictures of Mr. Eiji and the works. The content in Japanese needs an enlargement in order to be read.

I reported the offence by specifying the ULTRAMAN name to be 1, 2, 3 in order for the police to understand the character of each ULTRAMAN, as there character are almost similar.

In document Jor.115, I specified the word ULTRAMAN 1, 2, 3 and then skipped to use ULTRA SEVEN.

I received document Lor.320 from Mr. Ugawa's henchman. The document is a wrong spelling Japanese screenplay and used only once. The misspelling word is "ULTRAMAN SEVEN".

The document which shown to the Plaintiff and given to the Court is document Jor.299, using the word ULTRA SEVEN in the same episode of the screenplay.

Document Jor.299 and Lor.320 have similar letterpress. However, it is not exactly the same.

The first page of document Lor.162 is a copy of screenplay and the second part of the back plate is the original copy. I only received the said notice and never received the notice (as per document Jor.300) which is shown.

The form (as per document Jor.301) is similar to the form (as per document Lor.162) but the thickness of the paper is different.

I do not know the meaning of the Japanese sentence (as per document Lor.162).

I already completely made a payment, pursuant to document Lor.162.

Den Film Co., Ltd. mostly received the work from Plaintiff. However, I could directly purchase from Den Film Co., Ltd with my own expense.

The first page of document Lor.162 has my name, which is highlighted, in the center. The name of movie GIANT appears in page 2 and 3, the word GIANT in both page spells differently. However, I do not know whether the look of ink lines is different from the written content as I am not the person who wrote this.

I had purchased the land, pursuant to the deed (as per document Lor.313), on 14 November 1986 and such land was mortgaged to secure the investment. The purchase amount on 1990 was Baht 10,000,000. There is a sentence at the back of the deed specifies that it was mortgaged. Presently, the mortgage was already released.

Letter Y which means Yen in the invoice (as per document Jor.30) had been crossed and the word US was added. I did not add letter I and the specified amount is USD 18,000 since the beginning.

At the end of 1995, I went to VDO Square Co., Ltd. but did not show the 1976 Agreement. On that day, the police did not capture anyone as VDO Square presented the agreement, which it made with Ultra Com. After that, I have never been there again.

I have never offered the sale of movie to VDO Square Co., Ltd.

On 19 May 1996, I had traveled to United States in order to sue Ultra Com. I first dropped at Japan for a vacation. On the night, around 9 pm, Mr. Jimmy had phoned me, which made me surprise why he knew my number. Mr. Jimmy said that he knew my number from Mr. Joe Taritaro. My house is located at Shinagawa, the phone number is 37992604. Such house was jointly purchased by me and my friend, names Yoshitake.

On 20 May 1996, I had had a meeting with Mr. Jimmy and Mr. Saito. I also brought the fax of Mr. Tariteroma with me. I had presented the copy to Mr. Ugawa for the first time before he would issue an apology letter. I met Mr. Jimmy Ugawa 5-6 times in Japan. The first time was on 1995 at Mr. Noboru's bone filling ceremony. The second time was on 20 May 1996. The 3rd, 4th, 5th was on 1996 and the 6th was when signing the apology letter.

On the negotiation, there was no mention about becoming a distributor of Plaintiff. I also did not mention about the modification of 1976 Agreement. Defendant 3 also presented at negotiation on 20 May 1996. Defendant 3 spoke with Mr. Jimmy in English, which I did not wholly understand. Defendant 3 did not translate the conversation for me.

Mr. Jimmy Ugawa did not speak Japanese to me. He would like to show his English skill and could speak English with Defendant 3.

Mr. Jimmy came to see me in Thailand for 2 times and spoke in English. However, Mr. Takano also accompanied him and asked me to speak Japanese with him. I, therefore, had a Japanese interpreter.

The evidence used in the United States court was document Lor.86. The highlighted content in such document specifies that I was a student of Mr. Eiji since 1960.

There were photographs taken at all 6 meetings with Mr. Jimmy and such photographs were submitted to the Court, excepted for the second meeting which I cannot find the film.

When Mr. Jimmy examined the 1976 Agreement for the first time, Mr. Jimmy was frightened and told me he almost shock. Defendant 3 translated his Mr. Jimmy's word for me.

The written contents in document Lor.305 are my handwriting.

I am the person who wrote the caption text of the photos (as per document Lor.304 to Lor.309).

There was no mention about right pursuant to 1976 agreement at the ceremony where I met Mr. Jimmy for the first time.

The evidence, which shows that Mr. Joe Taritero did not sign the apology letter and my proposal to close Ultra Com, is that Mr. Joe Taritero did not sign. I did not issue the notice to Mr. Jimmy in order to close Ultra Com as Mr. Jimmy was the one who proposed that.

I have never met and known Mr. Joe Taritero.

Mr. Noboru told me on 1995 that Ultra Com had a good performance and earned a lot of profit. As a result, Ultra Com should not be closed due to the loss of profit.

The ULTRAMAN works earned a lot of profit.

I used to import and screen the ULTRAMAN TARO and JUMBO ACE in Thailand and the films are still with me. For other movies, I contacted Mr. Chucheap to import them. I do not have the films of other ULTRAMAN movies, excepted for the said two movies.

The Air Siam round trip ticket to Japan is Baht 6,400. The accommodation fee in Japan stared from Baht 1,000. I understand that the ticket from Japan to Hong Kong should be around Baht 4,000. The ticket from Thailand to Hong Kong is also around Baht 4,000.

The news (as per document Lor.323), which used the word in the highlight content, does not specify that I am the owner of copyright in 7 cases which reported the offence.

Document Jor.22/1 has my signature certifies the accuracy of the copy and was the document which Defendant 3 submitted to Mr. Jimmy.

Document Jor.161 is the expenses for bringing film from Shaw to Japan, which are the traveling and allowance fee for me and my employee and the kickback of Shaw's officer.

Defendant 3 should be asked whether the foreign attorney appointed was Haldanes.

Defendant 3 was the operator whether who the attorney would send the notice to.

Defendant 3 should be asked about detail of the expense, pursuant to the list of damages calculation (as per document Lor.311, Lor.312).

Document Jor.171 is an indictment and a decision which I filed a legal proceeding to Mr. Somsak Jaraspotirattanakul.

I testified that document Jor.172, Jor.174 and Jor.175 misspelled the word "Movie" to be "Mouvie", which does not comply with my original copy that uses the word "Movie" correctly. Document Lor.37 also spells "Movie" wrongly. I used to tell Mr. Noboru to modify this document Lor.37 but Mr. Noboru said it is not a big issue.

(The witness has given the testimony until this time at 4.30 pm and still does not finish the Plaintiff's attorney cross-examination. The Court postpones the cross-examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)……Judge

(Mr. Sonchai Siearíyakul)

…… (Signature)……Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 4 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney cross-examination (Continue from 2 November 1999)

The land sale and purchase agreement of the present film studio appears in the 2 documents which showed and submitted to the Court by the Plaintiff's attorney, pursuant to the Court document (as per document Jor.302). On 1988 and 1982, there were the mortgages, pursuant to document Jor.303.

During 1969, Mr. Eiji urged me to build the ULTRAMAN museum.

Upon the death of Mr. Eiji, 3 ULTRAMAN movies had already been produced and the production of ULTRAMAN ACE was going to start.

The reason why Mr. Takano did not dispute document Jor.29, Jor.30 on Mr. Noboru's signature is that such date was 29 January 1997, while the result of the investigation was delivered to Mr. Takano on 21 March 1997, as appears on the shown document.

Although there was a copyright law enforces after 1978, no arresting had occurred until the new law in 1994 was enforced.

I have never involved with the Plaintiff's management and Tsuburaya Enterprise. However, I understand the Plaintiff's administration, which bases on Japanese business tradition.

The content in the translation, pursuant to document Lor.272, "from screening the movie", is mistranslate.

I had been to Cannes Film Festival since 1986 to 1990.

I used to take Mr. Noboru to Cannes and Milan Film Festival several times.

Tsuburaya Enterprise Co., Ltd. has never hold an event in the film festival.

As I testified that I disputed Mr. Noboru on the advertising for distribution of ULTRAMAN work, I would like to make it clear that I will dispute should the advertising is gone throughout the world. However, should the advertising is done in Japan, it will be the Plaintiff' right to do it. I have neither submitted a written dispute notice nor filed a claim to Mr. Noboru.

The photo No.15 (as per document Lor.314) was not taken during the document examination in 1976.

When having the 3 presidents to examine the documents, there was no dispute on the Plaintiff's signature. However, the president of Bandi just disputed the signature in this year after had been notified of the dispute on the signature. There was no photo taken on the date that president of Bandi examined the document.

I do not involve with the Haldeness's documents (as per document Jor.195, Jor.197). Defendant 3 should be asked about this.

While I was having a meeting with Mr. Ugawa on 20 May 1996, I raised the issue on the infringement of ULTRAMAN and JUMBORGE ACE of VDO Square, which I brought the police with me but did not arrest anyone. I told him that this has ruined my reputation.

The copy of the agreements, which were submitted to Mr. Ugawa upon his request in order to prepare the apology notice, will be on the facsimile between Mr. Ugawa and Defendant 3.

I did not make a contact with Baker and Mckenzie. This was done by Mr. Sitichai and Defendant 3

Document Lor.318 is a report of the expert and the Plaint in other case. It does not involve with the fact in this case. The attorney submitted it to the Court in order to use incorporated the court consideration.

The purchase and borrowing of materials (as per document Lor.64, Lor.67 and Lor.205) was done by Defendant 3. I understand that this was not the purchase or borrowing, but such materials were given to me pursuant to my entitlement. As I already need to make a payment for the materials fees at the rate, which is still on the negotiation process. The old materials such as Film and slide need to be copied. The old film is kept at my hose.

Before being claimed in this case, I had received the notice (as per document Jor.46).

I have known Mr. Sitichai for around 10 years. We start a business relationship when Mr. Sitichai, at that time working at Right Picture Co., Ltd., requested for purchasing the ULTRAMAN from me. The licensing agreement is pursuant to document Jor.127 and Jor.221. Right Creative Co., Ltd. used to be the agency to find the licensee, pursuant to document Jor.268.

The licensing fee in ULTRAMAN ACE for Right International Co., Ltd. at Baht 2,300,000 is close to the ULTRA SEVEN fee.

The report of the offence of infringer pursuant to document Jor.45 is correct.

The licensing for Defendant 4 to publish a coloring book was made be an agreement in 1996. I had never known Defendant 4 before until he came to meet me. The agreement which was made (as per document Lor.226) signed only my signature. Defendant 4 needs to make a payment of compensation in the amount of Baht 200,000. The period of the agreement lasted from 6 May 1996 to 6 May 2001. I already received the compensation.

I gave some of the materials such as slide to Defendant 4. However, I did not give the calendar to them. Most of the materials were rewritten by the publisher.

Document Jor.31 to Jor.42 typed by Defendant 4 has a content that can be translated that the copyright belongs to Defendant1.

Defendant 4 did not publish all of the characters which were given. Only some were published, apart of that were rewritten.

When I licensed the right to Defendant 4, I referred to the information which registered the copyright pursuant to document Jor.88, Jor.90.

I did not involve with the licensing of ULTRAMAN copyright to others, those were the responsibility of TIGA Co., Ltd.

I gave an interview with A Club magazine. I do not know whether this magazine still exists.

Document Lor.191 is a catalog of goods related to ULTRAMAN, which are offered to sale all over the world. It was published on the occasion of 25th anniversary of the birth of ULTRAMAN (1966-1991). The picture behind cover is a logo of 25th year anniversary event.

Document Lor.191 ha a highlighted content specifies that ULTRAMAN LEO was made in 1974. ULTRAMAN LEO is as per bookmarked page of document Jor.11. Document Jor.11 specifies that it was made in 1974 but the 1976 Agreement does not mention about ULTRAMAN LEO. However, the father and mother of ULTRAMAN are within 6 ULTRAMAN specified in the Agreement.

Document Jor.18 was published on 1995 on the occasion of 30th anniversary of ULTRAMAN. I am not a publisher or involve in this publishing.

The person who was with Mr. Noboru on the date signing 1976 Agreement was called by Mr. Noboru as "sensei". I do not know whether sensei was the officer in Tsuburaya Enterprise co., Ltd.

On that day, Tsuburaya Enterprise Co., Ltd. had around 20 employees. I did not know that employees. I remembers Mr. Morishima and his chief whom I cannot remember his name. I used to see Miss Kochima but did not know her well.

I saw sensei for the first time at the date signing the Agreement. Mr. Noboru did not introduce him to me and I did not exchange my name card with him.

I stayed at the hotel, should be Imperial hotel.

I went to Japan on 29 February 1976. Before 3 March, I visited Toho studio.

The meeting was done in the president office, as mentioned in the heading of the document.

On the working day, Japanese leave their office at 5 pm, therefore, on 3 March when I went to the company in the late afternoon, Mr. Morishima and Miss Kochima already left.

Mr. Nichom who was with me is not the interpreter.

I did not treat the signing of 1976 Agreement as a significant issue. On the other hand, I focused on the money. I want him to return the money to me.

People in TIGA Co., Ltd. were the preparer of the licensing agreement to other third persons, pursuant to the physical evidence (as per document Jor.55 to Jor.60). I did not involve with the preparation of such agreement.

I deems that according to 1976 Agreement, I am the owner of the character, pursuant to physical evidence (as per document Lor.232).

I used to register the Doraemon trademark, pursuant to document Jor.93, but was rejected because the trademark had already been registered. On the appeal level, I also mentioned the ULTRAMAN, as highlighted.

I do not know that Mr. Sitichai used to contact Plaintiff in order to purchase the ULTRAMAN TIGA.

I did not provide the detail of the damages (Baht 10,000,000 per month).

(The witness has given the testimony until this time at 4.30 pm and still does not finish the Plaintiff's attorney cross-examination. The Court postpones the cross-examination to 12 November 1999.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Siariyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Absent)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 12 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney cross-examination (Continue from 4 November 1999)

I could conveniently entered Tsuburaya Enterprise Co., Ltd., as the employee knew me well.

On 3 March 1976, Mr. Noboru had shown me the draft of the Agreement. On that day it was draft by handwriting in English together with draft in letterpress.

I requested to modify the word "Hanuman" which was written in English.

On 4 March, Mr. Noboru ordered to type the word "Prod. And". Mr. Noboru did not give me the draft of the Agreement. Actually sensei was the one who show me the Agreement, while Mr. Noboru just sat in that room.

On 3 March, I had been at Tsuburaya Enterprise Co., Ltd. for 1 hour before returned to my accommodation. We had the next appointment tomorrow in order to sign the Agreement.

I returned from Tsuburaya Enterprise around 4-5 p.m.

On 4 March, I had a meeting with Mr. Noboru around 3-4 p.m. as Mr. Noboru will have other meeting around such period. On that date I did not see Miss Kochima or Mr. Morishima.

Mr. Noboru was waiting for me when I arrived.

The addition of "Prod. And" was done by sensei by order of Mr. Noboru. On that date the Agreement was draft in the light paper.

Sensei brought the draft to type the additional word around 5-10 minutes.

When I was having a meeting with Mr. Noboru on such date, I also met Miss Iraki, Mr. Noboru secretary.

Miss Iraki sat in front of Mr. Noboru office and did not come in the room.

There were 4 persons present in the room while signing the Agreement, Mr.Noboru, sensei, me and Mr. Nichom.

Mr. Noboru attached both circle seal and alphabet seal. I should be noted that the alphabet seal is bevel. Mr. Noboru would rebuke, if it had been done by other person.

I saw both seal on Mr. Noboru's table.

On that day, I cannot remember whether I signed my signature or attached my seal first.

On 4 March 1976, I has been at Tsuburaya Enterprise Co., Ltd. around 1 hour. On the evening Mr. Noboru took me and Mr. Nichom to celebrate at the most expensive and famous restaurant, which sell the grill food, 5 minutes' walk from his officer. Sensei also was with us.

I understood that there was a photo taken when signing the Agreement but I still not find such photo.

Mr. Noboru had put the Agreement (as per document Lor.10) in envelope (as per document Lor.301) before gave it to me.

I do not know why I did not have to sign my signature in the Agreement (as per document Lor.10).Mr. Noboru did not tell me to sign in any document.

The document Lor.10 does not have Plaintiff's seal. Mr. Noboru said that he is the president of both company. As a result, when he signed on the document, it would be effective.

On several agreements such as JUMBO A, HANUMAN or GIANT AND JUMBO A, Mr. Noboru would only sign his signature and not affix his seal.

I went back from the restaurant around 7 p.m.

I would show this Agreement (as per document Lor.10) to only my close friend or close family member.

During 1995-1996, I would show the 1976 Agreement to the authorities upon their request.

This 1976 Agreement was made in duplicate. One copy is with Mr. Noboru. Such copy also used the light paper as well as the one with me. I do not know whether such copy would use a carbon paper letterpress or reprinting.

While signing the Agreement, I understood that it will be used in the foreign countries. I did not have notary public to notarize the Agreement as there was no notary service in Japan on that time.

The heading of document Lor.10 and Lor.237 were taken a photocopy and are similar to the heading of document Lor.229.

I do not certify that the heading of document in the set of documents Jor.170, which was the document that delivered to Mr. Yoshimura, is a heading of Tsuburaya Enterprise Co., Ltd.

The content in the heading of document Lor.10 and Lor.178 has the same meaning. However, the letterpress is different.

Similarly, the heading of document Lor.229, Lor.37 and lor.178 ha the same meaning. However, I do not know how the heading of document Lor.10 would be used.

Document Lor.138, Lor.298, Jor.83 and jor.177 do not have the heading of Tsuburaya Enterprise Co., Ltd.

As a result, the agreements entered with Tsuburaya Enterprise Co., Ltd. might use both heading and non-heading document.

This document Lor.35 was affixed by only circle seal of Bandi Co., Ltd., due to the seal was already affixed by the president of company. However, The affix of Plaintiff's seal needs both square and circle seal, as the issue was proposed by the responsible department and the circle seal needs to be affixed. This is the normal practice of Japanese company.

I insist that I am entitled in the Plaintiff newly created work. I do not have a responsibility in the expense but I would be entitled when the production was finished. Presently, I do not know how much the works were produced.

The profit from the ULTRAMAN that the Plaintiff had been received before entered the Agreement would certainly belong to the Plaintiff, although this does not mention in the Agreement.

Document Lor.10 does not specified the Japanese law to be the governing law.

I do not know the fact before aligning the Agreement that Mr. Noboru used to license United Artist and to ULTRA Q Co., Ltd. to distribute the ULTRAMAN work until 1980. Mr. Noboru also never mentioned this to me.

After entering the Agreement, Mr. Noboru never mentioned about the distribution of ULTRAMAN work of Tsuburaya Enterprise Co., Ltd. in foreign countries again.

The Plaintiff later produced several ULTRAMAN works. I did not involve with such productions and therefore, therefore, there was no licensing of right to me.

I had stopped the production of cinema movie in 1986 before stared the production of documentary and commercial. Now I have a Ramakien project.

My investments in movie are as follows: 400,000 for Thatien, USD 75,000 for JUMBO A, USD 120,000 for HANUMAN and USD 18,000 for HANUMAN AND 11 ULTRAMAN.

This is the first time I have ever seen the Rule of Copyright Registration of the Department of Art (1983), which was shown in document Lor.306.

On the registration of copyright (as per document Jor.88, Jor.89 and Jor.90), I did not give the detail, pursuant to Clause 6, the receive transfer of copyright, as the authority said that it was the co-creation. I, therefore, underlined the word author.

I delivered the negative film on the date signing document Lor.40, which the payment was made in cash.

I do not remember how many old passports that I keep. Normally, the Ministry of foreign Affair will take the old passport back. I submitted to the court only two copies of passport. The original copies were already missing. In addition from those two passports, the only with me is the present one.

The passport (as per document Lor.279) was issued on 31 August 1974, while the passport (as per document Lor.319) was issued on 24 June 1975 and validated until 12 May 1978. The present one has been used for almost 10 years and was extended several times.

The Defendant 2's list of the detail (as per document Jor.307) does not appear to have the submission of list of income from ULTRAMAN. Whatever the fact will be, I reserved the right not to answer the question, as it might result in me being liable in both civil and criminal offence.

Before 1970, Toho Co., Ltd. had a shares in Plaintiff exceed 50% but I do not know the exact number. I do not know whether after the withdrawal of shares, it may has shares left in company around 19%, pursuant to document Jor.308, which was presented by the Plaintiff.

I was the first person who used the world "Super Human" (ยอดมนุษย์), and thereafter it became a widespread common word.

I did not use the word Super Frog Human (ยอดมนุษย์กบ), pursuant to document Jor.309, and I also did not involve with it.

The photo (as per document Lor.54) has the picture of ULTRAMAN figure, which I purchased from Mr. Noboru to show in the opening of movie for the charity event. Siriraj hospital imported such figure and the income from the movie belonged to Siriraj hospital.

The case which I sued Mr. Takano is now dismissed by the Bangkok South Municipal Court, pursuant to document Jor.310.

I understand that the reason why ULTRAMAN LEO which was produced before 1976 in the Agreement (as per document Lor.10) was that Mr. Noboru might see that the copyright of ULTRAMAN LEO still belong to television station not Plaintiff's. Document Jor.18 has a content specifies that broadcast in Japanese, which equal to December 1974, finished on March 1975, pursuant to document Jor.311.

The translation (as per document Jor.312) which translates the Japanese language on the envelope (as per document Jor.301) is the correct translation.

The highlighted content in the above line of document Lor.4 can be read as Tsuburaya Enterprise Co., Ltd. the highlighted second line can be read as Tokyo. However, I do not understand the content in the third line as it uses Chinese language associates the Japanese.

(The witness has given the testimony until this time at 12.00 pm until finish. The Court postpones the reexamination to the afternoon.) /read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)……Judge

(Mr. Sonchai Siearíyakul)

…… (Signature)……Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 15 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant 1,2's attorney reexamination (Continue from 12 November 1999)

As I answered the Plaintiff's attorney that according to news in the newspaper that I had been to Japan since February 1962 and returned on October 1962, I returned to Thailand because I had graduated the Toho Co., Ltd. course and that period was the 30th anniversary of Toho Co., Ltd. After I had returned from Japan, I applied the visa and returned to Japan again. In addition, during 1963, I had a chance to work with Toho Co., Ltd.

The evidence of my graduation from Toho Co., Ltd. appears in the copy of certification from the director of the Government Saving Bank (as per document Lor.343), which the original copy is attached in the album, appears in the photo (as per document Lor.243).

The cloth sheet pursuant to the picture (as per document Lor.290) is the cloth sheet given from the president of Toho Co., Ltd. Such cloth sheet is commonly sold to the tourist.

I can use Basic English, but as Defendant 3 studied in foreign country, his English is better than me. As a result, I had Defendant 3 to negotiate the issue in English.

Before the picture, which shows Mr. Eiji looking at the album I carried from Thailand, was taken, Mr. Eiji used to see the picture in the album since the beginning of 1962. The reason for his interesting in the album is that he needed the new character to produce a movie, which would be the origin of ULTRAMAN and other monsters.

The picture of Redman, which referred to as the drawing of ULTRAMAN, was originated from Viking worrier, while the Bemler was originated from Thai Garuda.

Both Viking and Bemler were the animal tale for almost 1,000 years.

Kobora is also similar to Thai Torapee character (as per document Lor.254). Nothing in it is similar to dinosaur, as claimed by the Plaintiff.

I always make the attached picture or album in order to remember and review my memory.

The picture of Buddha, which was attached later, was previously given to Mr. Eiji.

Document Lor.302 is a coloring book of ULTRAMAN biography. I do not involve and do not know who the publisher was.

Page 4 of the translation of document Lor.302 (as per document Jor.232) is not correct. I do not know who the translator was but I see only that the translation is inaccurate as well as document Jor.293, Jor.294.

In my view, Dokongo monster has an influence from the Himmapan animal (as per document Lor. 256).

Document Lor.302, the biography of ULTRAMAN written by Mr. Toru Narita, is inaccurate. Mr. Toru Narita is still alive but I understand that the reason Plaintiff does not refer to him as the witness is that Mr. Toru Narita does not want to see me.

I did not involve with the preparation of document Jor.295, which is written in English. I also do not know the writer of the attached content in such document.

The additional names appear in such document which I can remember and the total persons I can remember are 5 persons such as Mr. Tedzuo Kinjo, Mr. Kazuo Sagawa, Mr.Kohishi Takano and Mr. Noriyoshi Ikeya.

I do not specify other persons in the picture.

The caption of the decision on the outline of monster is also inaccurate.

I have never involved with or had a knowledge on the document Jor.296 and Jor.297 and cannot certify the translation.

The translation of document Jor.296, relates to Dodongo monster, is inaccurate, as well as the translation relates to Kobora (as per document Jor.297).

The book (as per document Jor.102) was written by a movie critic who does not involve with the production. His writing, therefore, does not comply with the truth such as the Hanuman as per page 155 is inaccurate, the characters are inaccurate.

Page 151 of the book (as per document Jor.102) which states that Bemler was inspired from Kappa is inaccurate. As I already saw the picture of Kappa and found that it does not have a wing and the arm and leg are also not similar to the Bemler. However, if you look at the picture of Garuda in page 1 and 5 of document Lor.239, you will see the similarity of both Bemler and Garuda.

As I answer that Mr. Eiji wanted to create the movie like Superman, the ULTRAMAN also has the same concept which is the flying human.

Mr. Eigi told me that the picture No.24 of document Lor.243 looks like the Superman is going to fly.

I do not certify the document Jor.298 as I see that the translation is inaccurate.

I do not certify that the translation (as per document Jor.311) is the correct translation of document Jor.18.

The information which is used in order to register the copyright is related to the production of HANUMAN and 7 ULTRAMAN movie and GIANT movie. There is no information about the creation of ULTRAMAN since the beginning.

In addition, similarly, the information which I gave to the inquiry officer and police also relates to the production of HANUMAN and 7 ULTRAMAN movie and GIANT movie. Due to the fact that the officer told me that he needs a fact particularly relates to the production of movie in Thailand.

Although, I claimed that I was the co-author with Mr. Noboru, the truth is that I told the officer that I hired Mr. Noboru to produce the movie but the officer said that it was the co-creation and needs to specify this in the form.

Inquiry officer who inquired me is the officer at the Economic Crime Suppression Department. As there were the arrests of the 4-5 infringers in that day, the information given to the officer, therefore, is similar. However, the case of Mr. Takano occurred in different occasion with different department.

When I gave my testimony at the Economic Crime Suppression Department, I had told all the fact before the officer prepared the memorandum for me to sign. I did not read that memorandum thoroughly because there was no objection.

All cases, which were ended, have no objection that I am not the owner of ULTRAMAN work.

I later found when this case occurred that some parts of the inquiry officer's memorandum are inaccurate such as the part which specifies in document Jor.119, Jor.120, Jor.122 and Jor.123 that Plaintiff licensed me to be the authorized person for the exploitation in the copyright work. This is not true because I have never negotiated to be the distributor of Plaintiff for this. In addition, the Plaintiff's Plaint also does not specify that I am the Plaintiff's distributor.

Document Lor.124, which notifies that I am the owner of ULTRAMAN work fine art, means the creation of HANUMAN and 7 ULTRAMAN movie, which Mr. Prayoon Janyawong was the creative of the character of 7 ULTRAMAN releasing the light power, and as specifies that 1973 was the year of creation means the creation of such movie.

The reason for specifying the ULTRAMAN name in number from No.1 is in order to depict a profile of the exhibit.

I did not involve with the publishing of Piriyasarn book (as per document Jor.131-133). The newspaper did it without interviewing me. As a result, its content does not comply with the truth.

I did not give the coloring book (as per document Lor.248), published in 1982, to Mr. Eiji but gave it to Mr. Honda and Mr. Kurozawa.

Document Lor.241, which specifies that published in 1988, is the copy that authorized the Government Saving Bank to republish. The original copy of such pictures were presented to Mr. Eiji and taken the copy.

The picture (as per document Lor.240) which I testified that taken on 1969 can be seen the date that I prepared the picture on the back of the picture. Document Lor.240 is not the picture which I presented on 1962. The picture which I presented on 1962 was a blurred picture, I, therefore, retook the picture in album to represent again.

The pictures of Ramakean (as per document Lor.242) are the set of pictures given to Mr. Eiji and did not make as album. However, this album I made it for myself.

The reason for the production of HANUMAN AND GIANT movie is that it will not become popular, if the television movie is screened on the cinema.

I hired Plaintiff to produce both 2 movies. As a result, the news on the newspaper (as per document Lor.91) is not true.

The agreement for the GIANT in the amount of USD 45,000 (as per document Lor.177) does not specify the detail, as well as, the agreement (as per document Jor.83), claimed by the Plaintiff.

The picture (as per document Lor.219) was used for the advertisement of this movie in Japan and was managed by Mr. Noboru.

The expense in the notice for additional charges (as per document Lor.278) is the expense that does not include in the agreement (as per document Lor.177) and is the additional work that I ordered.

The document Lor.37 does not refer to any document because it is the document used in the customs clearance. However, if looks closely, some parts of it will be as specified in the agreement (as per document Lor.177). The amount as per document Lor.177 needs to be paid before the production of movie.

The Plaintiff also did not submit the invoice, pursuant to any notice or pursuant to the agreement (USD 15,000), to this Court. Only the notice was submitted, which I also submitted the notice as the evidence.

When compare the invoice (as per document Lor.37) with the agreement (as per document Lor.177), you can see the similarity of the type of film, which is 16 m/m SE tape. However, the Plaintiff claimed that document Jor.83 specifies that it is tape 35 m/m is not comply with the agreement Lor. 177 and invoice (as per document Jor.83) that also use film 35 m.m. negative, which complies with the agreement specifies that it is Cinemascope Negative. The meaning is different because 35 m.m is television movie while Cinemascope is the movie screened in the cinema.

The agreement (as per document Jor.83) of Plaintiff also uses the word Cinemascope which complies with document Lor.177.

(The witness has given the testimony until this time at 12.00 p.m. and still does not finish the reexamination. The Court postpones the reexamination to the afternoon.) /read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Sicariyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Absent)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

……(Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 15 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Defendant 1,2's attorney reexamination (Continue from the morning)

The invoice (as per document Lor.37) is for the collection of overlap printing and subtitle fee for GIANT movie, which is on the agreement (as per document Lor.177) that already specifies the total amount at USD 45,000).

Plaintiff has never claimed that the agreement (as per document Lor.177) is a false document or the signature of Mr. Noboru in this document is false.

In addition, the Plaintiff has never disputed the integrity of the signature in the invoice (as per document Lor.37). The form (as per document Lor.37 and Jor.83) is the same form of Tsuburaya Enterprise Co., Ltd.

Although, the heading of such form will specify the name of Tsuburaya Enterprise, Mr. Noboru would also use it in the Plaintiff business operation by specifies the word Tsuburaya Production.

From the beginning, the Plaintiff has already accepted the GIANT agreement, which according to the list of the evidences No.35, is referred to be with Plaintiff and Defendant 2.

Mr. Takano used to testify accept this agreement since the police officer process and also had signed certify the copy of this agreement before had notary public to notarize the document. He also testified in this Court and submitted the agreement (as per document Jor.22/1). After that the Plaintiff, therefore, referred to in the list of evidences to the agreement (as per document Jor.83).

Mr. Takano later testified that he just found the agreement (as per document Jor.83).

The agreement (as per document Lor.177 and Jor.83) specifies the name of Defendant party as Thai Burin Film Co., Ltd. but in the invoice (as per document Lor.37) types the name of party as Thai Burin Co., Ltd. The invoice (as per document Jor.83) also misspells the name of party as Thai Burin Co., Ltd.

If I make a fake agreement, I will not make it cheap like this.

The translation of document Jor.83 uses the word "against", which is translated by the Plaintiff as "after". This is inaccuracy because in the tradition of movie production, the employer needs to pay in advance.

Clause 5 of document Jor.83 specifies that "entitle for the right in specified countries". However, the agreement (as per document Lor.77 does not specify that word and Clause 5 also specifies that the licensor has the right only in Japan and does not mention about who will be entitled for the right in other countries.

Clause 1 of the agreement (as per document Lor.177) specifies that Plaintiff needs to follow my order. In addition, the agreement also specifies that the Defendant is the owner of negative.

Mr. Takano's attorney in the case which was brought against Mr. Takano in the Bangkok South Municipal Court is Mr. Kanit Wanyapech who is also the Plaintiff's attorney in this case. Mr. Takano testified in that case that Mr. Takano knew from Mr. Jimmy in the meeting of Plaintiff.

Mr. Takano does not certify the accuracy of the fact he heard from Mr. Jimmy. The Court, therefore, had a decision to dismiss Mr. Takano.

However, in this case, Mr. Takano testified that I made a contact with the Plaintiff in order to request to be the distributor of Plaintiff. This was a perjury in court because I have never made a contact with Plaintiff.

Detail of the case brought against Mr. Takano is as on the document Lor.344. On the inquiry process, Mr. Takano also gave his testimony to the police, pursuant to document Lor.147.

Document Lor.345 is the document from Mandarin Lab, Hong Kong, in order to deposit the negative of HANUMAN movie. The English word used in the document is Star Warriors.

Document Lor.295 shows that Star Warriors is the same movie as the HANUMAN AND 11 ULTRAMAN. The movie was the modification of old HANUMAN.

The picture of the exhibition shows the character of ULTRAMAN until generation 11, pursuant to document Lor.346. The last picture of document Lor.346 is a picture of the Plaintiff's exhibition as the figure of ULTRAMAN ACE can be seen. There is content in the picture which also shows that this

was the 30th anniversary of ULTRAMAN. In addition, there is a specification of Plaintiff name and Mr. Noboru as Plaintiff's president.

The highlighted page in document Lor.341 shows that Plaintiff was the operator of that exhibition.

Document Lor.347 is the program of ULTRAMAN exhibition.

Document Jor.180 specifies in Japanese about the sharing of profit in ULTRAMAN work between Plaintiffr and Tsuburaya Enterprise Co., Ltd.

As I answered Plaintiff that Mr. Noboru told me in 1995 that Ultra Com Co., Ltd. earned a good income and should not be closed because of the loss of profit, I made an error answer. The fact is Mr. Kazuo was the person who told me before issued the apology letter, Mr. Noboru had never told me about this.

I do not involve with the preparation of document Lor.191. The content in such document is inaccuracy. As it can be seen from the inside of the back cover that ULTRAMAN SIX BROTHER movies is specified to be produced in May 1979, which the fact is that the movie was produced in September 1974. As a result, other contents in this book are not accurate such as the ULTRAMAN LEO is specified to be broadcasted in television on 1974. I do not certify this document.

The agreement (as per document Lor.226) is the licensing only the right in character in ULTRAMAN movie. If Defendant 4 using the right exceeds the limit, it will be Defendant 4 responsibility. I did not involve with the publishing of the exhibit coloring book.

I deem that the character of small ULTRAMAN (as per document Lor.232) is modified from the character of the ULTRAMAN by Bongkoch Publishing.

Previously, when entering the agreement with Plaintiff I would only sign the agreement. The Plaintiff's invoice would also use only signature. However, if it is the invoice from Tsuburaya Enterprise, it will affix the Kohang seal without signature.

According to the 1976 agreement, there were the seal of Tsuburaya Enterprise affixed and there was a signature in the form of Plaintiff on this agreement.

It should be noted that Tsuburaya Enterprise Co., Ltd. will use the light document in order to prepare the original copy.

The reason 1976 agreement has only Mr. Noboru signature because it was the licensing of right as the compensation for me.

I have never seen the document, dated on 24 and 27 August 1976 (as per document Jor.170), which has the name of Tsuburaya Enterprise in its heading and therefore, cannot certify the accuracy of this document. In addition, I cannot certify the accuracy of Mr. Noboru. Furthermore, it appears that this document is a copy.

In addition I also have never seen the documents which specified to belong to Tsuburaya Enterprise Co., Ltd. and specified to be Mr. Noboru's signature as on document Jor.170. Therefore, I do not certify the accuracy.

Document Lor.138 and Lor.298 are the licensing agreement made by Tsuburaya Enterprise. As a result, they were not use the paper, which had the name of the company on the heading like on document Lor.10 which is the license granting agreement.

I have never seen the rule of the Department of Literacy, pursuant to document Jor.316 and never heard about this rule.

I have never seen the document Jor.308. It is the photo taken from facsimile specifies that there was a use of facsimile in 1995. However, the document of Plaintiff which refers to that specifies that Tsuburaya Enterprise Co., Ltd. is the biggest shareholder in Plaintiff, bigger than Toho Co., Ltd. As a result, as Plaintiff claimed that it needs the approval from Toho Co., Ltd. is a false statement.

Document Jor.156 is a copy of photo, which I have never seen. The certify signatory of the copy of document was not Plaintiff or Plaintiff's attorney. However, I do not know who the person is and there is no person to certify the agreement (as per document Jor.156) and its translation.

Mr. Eiji never interfered with the meeting between Plaintiff and BTS Co., Ltd.

I will appeal the case brought against Mr. Takano which was dismissed by the Bangkok South Municipal Court.

The agreement (as per document Lor.10) does not specify ULTRAMAN LEO because its' copyright still belonged to BTS Co., Ltd.

I never sent the written notice for repayment of debt to Mr. Noboru as I deem he is my relative.

The address of Tsuburaya Enterprise Co., Ltd. in the envelope (as per document Lor.301) was crossed out by me. Due to the fact that the company was going to move its address and if it is not crossed, it will comply with the address in the heading of the letter in document Lor.10.

Document Jor.83 translated the English word "Producing Cost" as the operation of movie production cost which I saw that it is inaccurate translation. It should be translated as "the production cost" pursuant to the Plaintiff's translation (as per document Jor.22 and Jor.160)

The word "against" pursuant to document Jor.22 also has an inaccurate translation. The Plaintiff used to translate this word as "when" not "after", pursuant to document Jor.83.

The form of invoice of Tsuburaya Enterprise Co., Ltd., pursuant to document Lor.77 is similar to the form in document Lor.229. The Plaintiff has never disputed this.

Plaintiff did not issue any receipt in addition to the receipts as evidence, pursuant to the agreement to hire for production of movie, of both 2 movies. It can be deemed that the Plaintiff already complied with the agreement.

If it is not manage by the owner of the copyright, the operation of the exhibition cannot be done in Japan because it will become illegal.

(The witness has given the testimony until this time at 4.30 p.m. and still does not finish the Defendants' attorney reexamination. The Court postpones the reexamination to the next appointment.)
/read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

…… (Signature)……Witness

…… (Signature)….. Plaintiff's attorney

…… (Signature)….. Defendant 1, 2's attorney

…… (Signature)….. Defendant 3's attorney

(Mr. Sonchai Siearíyakul) ..... (Absent)..... Defendant 4's attorney

..... (Signature)..... Defendant 2

..... (Signature).....Associate judge ..... (Signature)..... Defendant 3

(Mr. Pramuk Sawatmongkol)

..... (Signature)..... Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (warrant)

Order the payment of transportation

and procuration fees in the amount

of Baht 500

Black case (Pending case) No.Or.36/2540

.....Judge

..... (Signature).....Witness

Court: Central Intellectual Property and International Trade

Date: 16 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Kamthon Thapkhanlai

2. Date of birth: -, age: 58

3. Position or profession: movie producer

4. Residing at: 30/16, Ranong Road, Khlong Toei, Bangkok

5. Relation with Parties: not related

Answer Defendant 1 and 2's attorney examination

I have worked in the film industry for 20 years, especially on the movies production as creative director and director for almost 16 years, produced approximately 12 movies such as Tayat Pongpang (ทายาทป้องแป้ง) and Madam Yechub (มาดามยี่หุบ).

The word "Optical" used in the film industry means the making of technique of movie such as double exposure technique or a technique of filming a person in separate occasions and brings together in one picture.

The word "Reproduction" means to create or make of new movie. However, generally, this word means copy. Reproduction, as a result, can have a meaning as reconstruction without repeat on the original. In addition, it may refer to the original and on the part that relates to character or character of the character (character's personality) may using a new character or refer to the old character.

Madam Yeehub is my fifth production, which I purchased a copyright of literature from prince Anusornmongkolkarn. The filming finished and screened in 1982, pursuant to a poster (as per document Lor.348).

With the purchasing of this literature, I was licensed the right for Reproduction.

Afterward, in 1993, I used this old literature in order for reproduction a movie name Madam Yeehub 2.

The presentation of story and character of the characters (character's personality) was distinguished from the original version. There was a creation of the new characters as daughter of madam Yeehub and madam Yeehub become a mother. In addition, there were several new distinguish events appeared.

Madam Yeehub 2 is pursuant to a poster (as per document Lor.349)

The reason for using the name "Madam Yeehub 2" is due to the reputation of Madam Yeehub and the using of such name could draw attention.

The owner of the literature was also in the film industry, so he could obviously understand the meaning of "Reproduction" and did not dispute my exercise of right.

Answer the Plaintiff's attorney cross-examination

In order to entertain the viewer, I could slightly modify the purchased screenplay.

The modification of the old literature is deemed to be implicitly approved by the owner.

I could use the old screenplay to create a new storyline.

There are 2 heroines in this Madam Yeehub 2, which both are twin daughters of the heroine in the episode one.

The "Reproduction" is a modification of screenplay purchased from the prince.

I do not acknowledge the production of movie in foreign countries such as Japan, United States and France.

As a result, the "Reproduction" is due to the agreement between parties.

Character of madam Yeehub, according to the original movie, is complied with the literature. However, on the episode two, madam Yeehub, is a mother while a new created characters are her twin daughters. Although, this is distinguished from the original movie but madam Yeehub is similar to the original version.

Answer the Defendant 1 and 2's attorney reexamination

The "Reproduction" is not necessary to be similar to character of madam Yeehub in the original version. However, the character in the new version must relate to the old character.

/read

……Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)……Judge

(Mr. Sonchai Sieariyakul)

……Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)….. Witness

…... (Signature)…. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Absent)..... Defendant 4's attorney

…….. Defendant 2

…….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 16 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, Chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer Defendant 1, 2's attorney reexamination (Continue from the appointment on 15 November 1999)

The screenplay of ULTRA SEVEN (as per document Jor.299) and the translation were just presented to the Court by the Plaintiff. Plaintiff issued the notice of submission for its attorney to submit to the Court. On a bookmark page of such notice of submission, the Plaintiff specified to its' attorney that there are some different clauses between the screenplay submitted by Plaintiff and the screenplay submitted by Defendant such as a straight line and a dotted line.

The receipt (as per document Lor.30) has a crossed mark on the alphabet which specifies that the amount was paid in Japanese currency because this form of receipt is for receiving in Japanese

currency. So that when I made a payment in United States dollar, I needed to cross the alphabet which refers to the Japanese currency.

I have never seen Document Jor.300, Jor.301. Therefore, I do not certify those documents and their translation. Such 2 documents have a content specifying that they relates to Den Film Co., Ltd. However, when Plaintiff brought the witness from Den Film Co., Ltd. to testify in this Court, the Plaintiff's attorney did not have the witness to certify these 2 documents.

Document Lor.162, page 2 and page 3, spells the word "GIANT" differently. In addition, the color of ink is also different. I did not prepare such document and Mr. Nagano did testify in this Court that the detail in Japanese language of this document was written by him. However, such English word "GAINT" was written by Mr. Nagano's boss and Mr. Nagano certified this document.

Although the spelling of the word between these two pages may different, the words are similar to each other and cannot be understood otherwise.

I wrote the note in Document Lor.304-309 as a memo.

There was a Japanese interpreter during my negotiation with Mr. Takano and Mr. Jimmy in Bangkok. Such interpreter is Mr. Rungrot who is my son-in-law, graduated doctorate degree from Japan and used to be the Japanese interpreter in the trial of this Court. Mr. Takano requested me to prepare the interpreter because in some occasion, Mr. Jimmy reported inaccurately so I felt that if I have my son-in-law with me, he can be a witness for me.

The Plaintiff's translation (as per document Jor.289), which translates document Lor.266, is inaccurate.

The evidence which points out that the outcome of Plaintiff during 1970 was not well appears in the record of Mr. Eiji's bibliography its translation (as shown in document Jor.10), reveals his son was still unsuccessful.

Mr. Katsuo also gave an interview with the newspaper that the Plaintiff had a financial problem (as per document Lor.133).

The photo copies of the passport (as per document Lor.319 and Lor.279) do not show all pages of the document.

It would take not less than 10 minutes to examine the Japanese arrival and departure visa stamp as some stamps are in the different pages. There are around 100 stamps on the passport, which I submitted to the Court. And it appeared none of visa stamp on 4 March 1976. As in order to examine whether a person was in Japan on 4 May 1976, the examiner will need to examine the stamp in every pages of the passport, therefore, it is impossible for normal person to spend 2-3 minutes to do so.

The copy of passport (as per document Lor.279) also has hundreds of visa stamp. As a result, in order to examine the accuracy of the stamp visa, the examiner needs to spend not less than 10 minutes. However, when examine the copy of passport (as per document Lor.279), the Japanese arrival visa stamp, stamped on 26 November 1973 could not be found. I do not know whether there is such a stamp and the original copy need to be examined.

As a result, it is incredible for the Plaintiff's attorney to specify the detail of visa stamp by claiming that he just took 2-3 minutes to examine the passport and could remember all detail and then prepared the dispute statement.

It can be seen that the Plaintiff's attorney's reference to the information in the missing passport and the usage of such information in order to dispute or examine the witness could be deemed that the Plaintiff's attorney already thoroughly examined the missing passport. In addition, it can be convinced that the Plaintiff's attorney is a person who took the passport away, as he saw that it is a significant document in the case.

On 24 September 1999, Defendant 1, 2 attorney had submitted the request in order to investigate on the Plaintiff's attorney. However, until now the Plaintiff's attorney still has not submitted any statement even he already acknowledged the request since such date.

After the dispute in this case occurs, there was an infringement in the ULTRAMAN works and I could not enforce my right, which caused me a significant damages.

(The witness has given the testimony until this time at 4.30 pm and still does not finish the Defendant 1, 2's attorney reexamination. The Court postpones the examination to the next appointment.) / read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Sieariyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Signature)….. Defendant 4's attorney

…... (Signature)….. Defendant 2

…… (Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Defendant

1,2's witness (brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 17 Month: November Year: 1999

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 57

3. Position or profession: contractor

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Plaintiff's attorney examination with the permission from the Court (continue from 16 November 1999)

The Translation of document Jor.292, Jor.296 and Jor.311 which I claimed to be mistranslation means that I cannot certify the accuracy of such translation.

The police's form of testimony has a content specify that the content was already read and certify the accuracy before having me to sign on such form.

The Agreement (as per document Lor.103) was prepared on September 1974 after the production of a movie. Such Agreement is the agreement on HANUMAN movie.

Mr. Manu, Plaintiff's attorney, did not involve in the case which filed a legal prosecution against Mr. Takano at the Bangkok South Municipal Court.

Plaintiff requested to submit document Lor.177 and Lor.10 for the investigation.

Document Lor.343, issued by the Government Saving Bank, was a notice to an individual person in order to guarantees my behavior and certifies that I was authorized to study the commercial film producing. However, such notice does not specify that I need to study at Toho Co., Ltd.

Document Lor.345 specifies that the document was issued on 29 April 1998. However I cannot understand the meaning of the Chinese language on the document in the same set.

According to Clause 1 of document Lor.177, there is an English words "Joint Japanese-Thai movie".

According to document Lor.345 there is the identification that Chaiyo City Studios has never been a jurist person.

In addition to Plaintiff, the exhibition, pursuant to document Lor.341, was also having other companies such as TBS, Bandi, Konika, etc. I do not acknowledge how such names were related to each other.

Mr. Kazuo mentioned about the increasing profit of Ultra Com when he was eating at the restaurant in Tokyo.

As there I mentioned that the movie "Hanuman", which is recorded in document Lor.191, should actually be produced on 1974 rather than on 1979, I would like to certify that it was the timeframe for producing not the timeframe for broadcasting, as Plaintiff's attorney showed the content in English to the witness. In addition, I would like to certify that I have never modified the ULTRAMAN character to become a small ULTRAMAN, pursuant to document Lor.232.

As I answered to the examination that the document Jor.308 was prepared on 1995, I saw the record of the fax machines. However, the date on the document is 9 November 1999.

The List of shareholders of Tsuburaya Enterprise appears on Plaintiff's document Jor.308.

The folding of the Agreement (as per document Lor.10) in an envelope Lor.301 was conducted by Mr. Noboru. I do not remember how he folded the document.

I did not take a photocopy of the passport (as per document Lor.219 and Lor.319) and I understand that such two documents were taken a photocopy on a very close period as they will be submitted to the Court.

It is my handwriting on the content "to bind document 3" in document Lor.319.

Why I believe that the Plaintiff's attorney took the passport away was due to the Plaintiff's attorney examination related to the date 26 November 1973, which was the sign date of document Jor.83. In order to conduct such examination, Plaintiff's attorney needs to investigate the entire passport.

There is no witness who specifies that the Plaintiff's attorneys took the passport away. When reported the offense to the officer, there is no identification that anyone took the passport and it was reported that the passport just missing.

I would like to further explain my testimony yesterday that I believe Mr. Manu, Plaintiff's attorney, did not take the passport away. However, I still insist that one of the Plaintiff's attorneys, which

normally there are 4 persons that come to the Court, whose is not Mr. Manu, took the passport away, but I do not know who that person is.

The picture of Torapee and Torapa which showed by Plaintiff's attorney is the document Jor. 313.

The picture of Kobora the material evidence (as per document Jor.314)

There are several types of Garuda, pursuant to document Jor.315.

Apart from Thai qilin, there is also Chinese qilin.

The dinosaur horn is not called horn (เขา), it is called horn (นอ).

Document Jor.316 is the advertising document for my HANUMAN movie work.

The column "My word" and my signature in document Lor.316 are mine. In such documents, there are 5 monsters and one of them is Kobora.

The picture of Si Phueak (สีเผือก) and Si Suriya (สีสุริยา) wearing the astronaut's suit in document Jor.316 is similar to the suit in ULTRAMAN TARO movie.

I did not bring the Agreement in 1976 to the newspaper as at that time it was not a significant issue and the Agreement in 1976 did not have much value at that time.

Answer the Defendant 1, 2's attorney examination with the permission by the Court

Negative film of HANUMAN licensed the copyright to Powa Co., Ltd. for 5 years from 1984 to 1989. Therefore, it needed to be kept at Mandarin Lab, Hong Kong. After 5 years it still kept there in the name of Powa Co., Ltd. On 1998, I had a meeting with Powa Co., Ltd. and Mandarin Lab and Mandarin Lab issued the notice (as per document Lor.345) to me. The contact with Mandarin Lab and Powa Co., Ltd was done by Defendant 3 and had the written evidence.

The agreement (as per document Lor.226) between Defendant 2 and Defendant 4 was made on 6 March 1996, while the agreement between Defendant 2 and Defendant 1 was made since 11 September 1996.

/ read

…….. (Signature) ……..Judge (record-read)

(Mr. Phonphet Wichitchonchai)

…… (Signature)…….Judge

(Mr. Sonchai Siearíyakul)

…… (Signature)…….Associate judge

(Mr. Pramuk Sawatmongkol)

..... (Signature)……Witness

…... (Signature)….. Plaintiff's attorney

..... (Signature)….. Defendant 1, 2's attorney

..... (Signature)….. Defendant 3's attorney

..... (Absent)…… Defendant 4's attorney

…... (Signature)….. Defendant 2

…… (Signature)….. Defendant 3

…… (Signature)…… Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Requisitionist

(brough) Red Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 9 Month: June Year: 2004

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 63

3. Position or profession: Film producer

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer Requisitionist's examination

Pro Link Co., Ltd. licensed the right in ULTRAMAN to the followings in order to produce goods and services: Thai Bedding Co., Ltd. to produce the bedding equipment pursuant to 4 physical evidences (document WorRor.1 to WorRor.4);

Wanna Book Co., Ltd. to publish the picture of ULTRAMAN, pursuant to physical evidence (as per document WorRor.5);

Nestle (Thai) Co., Ltd. to produce the premium goods (the goods incorporated the sale) which are the ULTRAMAN figure and ice cream cub, pursuant to document WorRor.6;

Bee Boon International Co., Ltd. and Cool-Planet Thailand Cp., Ltd. to produce apparel, pursuant to document WorRor.7 and WorRor.8 respectively;

Jasmine Internet Co., Ltd. to produce software internet product, pursuant to document WorRor.9;

ITV PCL to broadcast the ULTRAMAN in the television, pursuant to the photo (as per document Ror. 1);

J Big Film Co., Ltd. to produce VCD, pursuant to VCD disk (as per document WorRor.10), in addition to Mangpong Co., Ltd, pursuant to document WorRor.11 and VNK Trading Co., Ltd., pursuant document WorRor.12.

The ULTRAMAN movie was screened in cinemas and advertised in the newspaper, pursuant to the copy of document Ror.3 and Ror.4. The cinemas are affiliate of EGV Exhibition Co., Ltd, which is the affiliate of Major Cinema Co., Ltd. that is the affiliate of SF Entertainment Co., Ltd. and UMG which I understand that it is the affiliate company of Sahamongkol Film. In addition from the advertising in the newspaper, it also screened in the cinema, pursuant to the movie ticket (as per document Ror.5)

The companies in my testimony are the juridical person pursuant to the company certificates attached the Petition.

The Court's Record

Order in the Report/ read

…….. (Signature) ……..Judge (record-read)

(Mr. Waracom Liangphan)

…… (Signature)……Judge

(Mr. Notdon Kittikamra)

…… (Signature)……Associate judge

(Mr. Santi Ratsuwan)

..... (Signature)……Witness/ Requisitionist

…... (Signature)….. Requisitionist's attorney

..... (Signature)….. Opponent 1's attorney

..... (Signature)….. Opponent 2's attorney

…… (Signature)…. Court officer

(Unofficial Translation) For the Court use

(22)

Report of the proceeding

Red Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 9 Month: August Year: 2004

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

The judge commenced the court proceeding at …10.00… a.m. (waiting the Court for trial in other case)

The Court made an appointment for examination of the petition today. Defendant 2, Defendant'2 attorney, the proxy of Plaintiff's attorney and the proxy of Pro Link Co., Ltd. came to the Court.

As Plaintiff had submitted the Challenge, dated on 4 August 2004 and the Pro Link Co., Ltd. had submitted the Challenge, dated on today, the Court accepted them as the Challenge and sent the copy to Defendant 2.

The Court deemed it proper to recall Defendant 2 as Requisitionist, Plaintiff as Opponent 1 and Pro Link Co., Ltd. as Opponent 2.

Opponent 1's attorney requested to postpone the case by claiming that he has been engaged with other case at Nonthaburi Court, which already made an appointment. Detail appeared as on the Petition, which submitted by his proxy. The Requisitionist's attorney had received a copy of Opponent 1's attorney Petition and made a statement that he decided the Court to examine the petition today in order to submit the physical evidence and documentary evidence into the case. The Court agreed with the Requisitionist's attorney statement. As a result, the Petition to postpone the case of Opponent 1's attorney was dismissed. The Opponent 1 needed to take upon itself the Petition fees.

The examination of witness, the Requisitionist, was done only for the part of answer the Requisitionist's attorney examination and still did not finish. The time was close to 12.00 p.m. As a result, the Court ordered postpone of the examination to 22 September 2004, 17 and 19 January 2005 at 09.00 a.m. to 4.30 p.m., which both parties are available.

Moreover, today the Requisitionist submitted 5 documents, pursuant to document Ror.1 to Ror.5, and 12 pieces of the physical evidence, pursuant to document WorRor.1 to WorRor.12. The Documentary evidence will be separately kept from physical evidence and the Requisitionist needed to make a payment of the document reference fees.

The Court permitted the Opponent to copy the Requisitionist's witness examination and this Report of the Proceeding by paying the fees pursuant to the rule. / read.

…….. (Signature) ……..Judge (record-read)

(Mr. Waracom Liangphan)

…… (Signature)…….Judge

(Mr. Notdon Kittikamra)

…… (Signature)…….Associate judge

(Mr. Santi Ratsuwan)

..... (Signature)…… Requisitionist

…... (Signature)….. Requisitionist's attorney

..... (Signature)….. Proxy of Opponent 1's attorney

..... (Signature)….. Proxy of Opponent 2's attorney

…… (Signature)…. Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Requisitionist's witness

(brough)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 17 Month: January Year: 2005

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 63

3. Position or profession: Film producer

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Requisitionist's attorney examination

(Continue from the 9 June 2004)

This case, the Court issued the writ of execution, pursuant to the copy of document Ror.12.

Presently, the case is on the appeal process. Defendant 2 submitted the petition to safeguard the interest of Defendant 2 during the appeal. Meanwhile, the Plaintiff also submitted the petition for a stay of execution of the judgment.

Thereafter, the Supreme Court ordered 3 orders to safeguard the interest of Defendant 2 during the appeal. The first order is as on the copy of document Ror.13, the second and third order is as on the document Ror.14.

Defendant 2 submitted the petition to safeguard the interest during the appeal for the last time in order to forbid the Plaintiff to commit infringement. The Supreme Court dismissed the petition because the Court had already issued the order, pursuant to the document Ror.14 (as per the copy of document Ror.15).

As Plaintiff did not lay down the security deposit pursuant to the Court's order, the Central Intellectual Property and International Trade recorded in the Report of the Proceeding, dated 11 February 2003, in order to propose the issue to the Supreme Court to dismiss the case.

Plaintiff did not comply with the decision of the court of first instance, which forbade it to infringe the Defendant's right. On 11 March 2003, Plaintiff had authorized Mr. Samphothi Thianthong to arrest the seller of ULTRAMAN products in Thailand. In addition, it also appointed Pro Link Co., Ltd. as a distributor of Plaintiff's ULTRAMAN products in Thailand, including authorized Pro Link Co., Ltd. to license to others the right in ULTRAMAN products in Thailand.

Some parts of the arrest and legal proceeding against the seller by Mr. Samphothi Thianthong are as on the document at the end of the Petition, dated 19 April 2004, specifically, on the document No.6 at the end of Petition (document Ror.16).

Mr. Samphothi Thianthong is the director of Pro Link Co., Ltd., pursuant to the company certificate, the document at the end of Petition, dated 19 April 2004, specifically, document No.3 at the end of Petition (as per document Ror.17).

Mr. Samphothi Thianthong claims that he was authorized from Plaintiff, pursuant to the copy of document No.4 at the end of such Petition (as per document Ror.18).

Pro Link Co., Ltd. advertised that they are the distributor of the Plaintiff, including there were the authorization for other persons to use the right in the ULTRAMAN products, pursuant to copy of the announcement at the end of such Petition, the document No.5 at the end of Petition (as per document Ror.19).

In addition for the company to license the use of right pursuant to document Ror.19 there was also the license the use of right to ITV PCL and other companies to broadcast in the television and screen in the cinema.

The income from the licensing of right to others to use the ULTRAMAN products of Pro Link Co., Ltd. and the income from the Mr. Samphothi Thianthong's legal proceeding against the seller of ULTRAMAN products in Thailand would belong to the Plaintiff. Defendant 1 and 2 would inform Mr. Samphothi and Pro Link Co., Ltd. to send such income to the executing officer in order to execute the court's judgment.

The executing officer issued the notice for sequestration of the right of claim to Mr. Samphothi and Pro Link Co., Ltd., pursuant to document No.7, 8 at the end of Petition, date 19 April 2004 and document Ror.20 and Ror.21.

The letter submitted by Defendant 1 and 2 to the executing officer to sequester the right of claim appears as on document Ror.20 and Ror.21.

In addition, Defendant 1 and 2 also inform the sequestration of the right of claim to Mr. Samphothi and Pro Link Co., Ltd., pursuant to copy of the letter and the receipt (as per document Ror.22) and the certificate (as per document Ror.23).

Until now Mr. Samphothi and Pro Link Co., Ltd. still have not submitted the amount pursuant to the sequestration of the right of claim to the executing officer.

From the investigation, it appears that Pro Link Co., Ltd. really licensed others to produce ULTRAMAN products, pursuant on the physical evidence (as per document WorRor.1 to 12).

Defendant 1 and Defendant 2 requested the Court to issue summon to the company, which licensed to produce the ULTRAMAN products from Pro Link Co., Ltd., but only some companies that sent the document such as Bee Boon International Co., Ltd., Mangpong Co., Ltd., pursuant to proxy, dated on 27 May 2004 (as per document Ror.24).

V.N.K. Trading Co., Ltd. submitted the licensing agreement, pursuant to copy of document Ror.25.

Document submitted by Bee Boon International Co., Ltd is as on document Ror.11.

Some part of documents submitted by EGV Exhibition Co., Ltd. appears as on the copy of document Ror.26.

Mangpong Co., Ltd submitted additional document, pursuant to document Ror.27.

Pro Link Co., Ltd. submitted some documents, which also include the agreement with ITV PCL, pursuant to document Ror.28.

In addition to Bee Boon International Co., Ltd., other companies did not submit the evidence of the payment of license fees.

In the submitted licensing agreement, the amount of license fees was crossed out.

Detail is order in the Report. / Read.

…….. (Signature) ……..Judge (record-read)

(Mr. Notdon Kittikamra)

…… (Signature)…….Judge

(Mr. Surapol Konglap)

…… (Signature)…….Associate judge

(Mr. Sudjit Pinyoying)

..... (Signature)…… Requisitionist

…... (Signature)….. Requisitionist's attorney

..... (Signature)….. Proxy of Opponent 1's attorney

..... (Signature)….. Proxy of Opponent 2's attorney

…… (Signature)…. Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Requisitionist's witness

(brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 28 Month: November Year: 2005

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 63

3. Position or profession: Film producer

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Requisitionist's attorney examination (Continue from the 17 January 2005)

Mr. Samphothi Thianthong, director of Opponent 2, which is a distributor of Opponent 1, sets an aim to sell the right related to ULTRAMAN in the amount of Baht 100,000,000 per year. This will be the sale of right in goods pursuant to document WorJor. As Mr. Sompote arrested people by claiming that they infringe the copyright was in order to force such people to buy the right from both Opponents, such as Wanna Book Co., Ltd., pursuant to list No.4 of document Ror.19, having Miss Napha Wanna as its director, pursuant to document Ror.44. Previously, Wanna Book used to purchase the right from Athens Book Cp., Ltd. in order to publish the ULTRAMAN coloring book. Opponent 2 applied for the search warrant, pursuant to the copy of the applicant for the search warrant for house No.2 (as per document Ror.45). Unfortunately, the court did not issue the search warrant and thereafter there were the arrest and the claim filed to Athens Book Co., Ltd. However, there was no claim filed to Wanna

Book Co., Ltd. as Wanna Book Co., Ltd agreed to purchase the right from me as appears on the copy of the witness testimony (as per document Ror.46) and the goods as appears on document WorRor.5.

In addition to such company, there was Bee Boon International Co., Ltd., which has Mr. Kriangdet Theeratakorn as its director. This company used to purchase the right from Opponent 2, the agreement between Bee Boon International Co., Ltd. and Opponent 2 is as on document Ror.11. When the agreement was due, Bee Boon International Co., Ltd. did not extend the agreement but came to purchase the right from me because Bee Boon International Co., Ltd. believes that I am the owner of the copyright. Afterward, the Opponent had applied for the search warrant for Bee Boon International Co., Ltd. but the court refused to issue the search warrant because the case was still not finish. Thereafter, the Opponent had claimed for the breach of agreement, and this time the court later issued the search warrant. The agreement appears as on the document Kor.1 and Kor.2. There was the arrest and later the claim was filed. However, thereafter the court dismissed the case, pursuant to document Ror.47.

Opponent 2 authorized the sub-authorized to arrest my customer both in Bangkok and other provinces. There was a claim for benefit and any of those arrested who agreed to comply with Opponent 2 would not be prosecuted. This appears as on the document Ror.16. Such arrest apart from the purpose to advertise for third person to purchase the right from Opponent, it still shows that I am not entitled for ULTRAMAN. The news of the advertising appears as on document Ror.48, which is the case of Bee Boon International Co., Ltd. In addition, the news (as per document Ror.48) also refers to this Court that the Court cooperated in order to issue the search warrant. Furthermore, the Opponent 2 also submitted document Ror.49.

Answer the Opponent 1's attorney cross-examination

I disagreed with the decision of the court in this case on page 76 of document Kor.3. I, therefore, appealed to the Supreme Court. I see that my right should cover other ULTRAMAN including the new characters. In addition, there is an issue on page 79 of document Kor.3, which the court decided to forbid Opponent 1 to infringe my right and the right between me and Opponent 1 will be as on the dispute agreement. I disagree with this Clause and see that the dispute agreement specifies my right to cover more than 9 movies.

In addition, I still appeal on the issue that I am not the author of ULTRAMAN as I see that I am the author. The director of Opponent 1 still insisted on this issue in his testimony in 1997 and 1998. Furthermore, although, I still confirmed on the press release that I am the co-author, I see that this does not dispute with the court decision.

I deem that the new ULTRAMAN works is my creative work, which has a meaning to include the ULTRAMAN that already produced and will be produced in the future, specifically outside Japan. This complies with the decision of the decision of this court and the court in Japan. I was entitled since 4 March 1976 and I clearly testified in this Clause. I need to reread whether this issue already appeared on the testimony of defense as it was the attorney's work. However, a short testimony (as per page 14 of document Kor.3) mentions that such agreement specifies to granting me all rights at that time since the date of the agreement perpetual.

The 9 movies are as follows: (1) GIANT AND JUMBO A; (2) HANUMAN AND 7 ULTRAMAN, which included with MOTHER OF ULTRA, ULTRAMAN, ULTRA SEVEN, RETURN OF ULTRAMAN, ULTRAMAN A and ULTRAMAN TARO; (3) ULTRA Q; (4) ULTRAMAN 2 (ULTRAMAN); (5) ULTRA SEVEN; (6) RETURN OF ULTRAMAN or ULTRAMAN JACK; (7) ULTRAMAN A; (8) ULTRAMAN TARO; and (9) JUMBORG A, which I named it as JUMBO A, detail is as on document Kor.4.

Excepted for the FATHER OF ULTRAMAN, all 9 ULTRAMAN movies are as on document Kor.5.

Opponent 2 showed the letter of appointment to be the distributor of Opponent 1 to the police officer at Wat Phraya Krai metropolitan police stations. Thereafter, the prosecutor ordered not to file a claim to me. As such letter of appointment does not have notary public to notarize the document, I, therefore, cannot certify that Opponent 2 is a distributor of Opponent 1. I have to reread whether movie that such letter of appointment would specify to belong to me. I cannot remember whether there are ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS.

I certify, pursuant to the petition, dated on 19 April 2004, submitted by my attorney.

I used to file a claim against Opponent 2 and director, in criminal and civil case, black case No.Or. 2758/2545, pursuant to document Kor.6, infringement charge, particularly I certify pursuant to Clause 3.1. I had the requests at the end of the Plaint to forbade Opponent 2 to claim itself as the authorized distributor of Opponent 1 in order to claim for and use the ULTRAMAN work copyright in Thailand, forbade Opponent 2 to authorized anyone to use the right in Thailand and dismiss or revoke the letter of appointment which Opponent 1 authorized Opponent 2 to be its distributor in Thailand. Such requests at the end of the Plaint are the same as the requests in the petition, dated on 19 April 2004. The case, pursuant to document Kor.9, the court had conducted preliminary examination before dismissed the case. However, the court accepted the case on civil matter for consideration, as appears on document Kor.7. Thereafter, the court decided to dismiss the case on civil matter on 28 September 2005 (as per document Kor.8).

The case (as per document Kor.6 to Kor.8) has the same purpose as the petition, dated on 19 April 2004.

I certify that I involved with the creation of ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS as I was the provider of the concept for the first ULTRAMAN.

Opponent 2 is the operator for the customer in Thailand to enter the licensing agreement with Opponent 1 in the work of ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA and ULTRAMAN COSMOS in Thailand. However, such issue does not cause me the inconvenience to use the right.

As Opponent 1 asked me that which content in the decision of this Court that grants me the copyright in ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA and ULTRAMAN COSMOS, I would like to answer that as the Court dismissed all the claims, I therefore still entitle to the works. The Plaint only specifies only ULTRAMAN TIGA. However, during the court proceeding, which was in 2000, the ULTRANAN KIYA and ULTRAMAN DIAN were produced. The production of ULTRAMAN COSMOS still did not begin before the court had the decision.

Opponent 2 claimed that he is entitled for the news ULTRAMAN but I still insist that I am entitled to all the ULTRAMAN outside Japan no matter what it is.

The becoming of Opponent 1's distributor of Opponent 2 causes the effect on me. Due to the fact the Opponent 2 is not entitle to be the distributor in Thailand. If there was no Opponent 2, my business operation would be conveniently. In addition, although there is Opponent 2, I still licensed the right in new ULTRAMAN works, such as Bee Boon International Co., Ltd., pursuant to document WorKor.1, Magic Two Co., Ltd., pursuant to document WorKor.2, Pro Media Gift Co., Ltd., pursuant to document WorKor.4, Cartoon Inter Co., Ltd., pursuant to document WorKor.5, WorKor.6 and WorKor.

8, Nippon Motion Picture, pursuant to document WorKor.7. Notwithstanding, I have never licensed the right to U Boat Co., Ltd., pursuant to document WorKor.3.

The Court's Record

Order in the Report/ read

…….. (Signature) ……..Judge (record-read)

(Mr. Waracorn Liangphan)

…… (Signature)…….Judge

(Mr. Notdon Kittikamra)

…… (Signature)…….Associate judge

(Mr. Amnuai Sutcharittham)

..... (Signature)……Witness/ Requisitionist

…... (Signature)….. Requisitionist's attorney

..... (Signature)….. Opponent 1's attorney

..... (Signature)….. Opponent 2's attorney

…… (Signature)…. Court officer

(Unofficial Translation) For the Court use

(21 por.)

Testimony of Requisitionist's witness

(brough witness)

Black case (Pending case) No.Or.36/2540

Court: Central Intellectual Property and International Trade

Date: 2 Month: June Year: 2006

Case: Criminal

Tsuburaya Productions Company Limited **Plaintiff**

Between

Tsuburaya Chaiyo Company Limited No. 1 and 3 others **Defendant**

I, already took an oath, would like to testify as follows:

1. My name is Mr. Sompote Saengduenchai

2. Date of birth: -, age: 63

3. Position or profession: Film producer

4. Residing at: 99/9, chiengraknoy Sub-district, Bang Pa-in District, Phra Nakhon Si Ayutthaya Province

5. Relation with Parties: Defendant 2

And will testify as follows:

Answer the Opponent 1's attorney cross-examination

(Continue from the 28 November 2005)

ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS were the creation after 1976, pursuant to document Ror.18. While other 9 ULTRAMAN were created before 1976, pursuant to document Kor.4. As a result, several ULTRAMAN, pursuant to document Ror.18, do not appear in the document Kor.4. ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS are deemed to be a new set of ULTRAMAN. After this Court had issued decision, I submitted the appeal that I am also entitled for the right in the new ULTRAMAN works. During the witness

examination in this case, the Plaintiff also submitted the document that specifies ULTRAMAN DYNA and ULTRAMAN DAIA. In the Plaintiff's Plaint, Plaintiff claims the rights in all ULTRAMAN.

Document Ror.19 specifies that Opponent 2 advertised that it is the distributor in the movie work, pursuant to document Ror.18.

Page 6, 7 and 8 of document Ror.16 is the case that the Opponent 2 authorized the sub-distributor to arrest the seller of UTRAMAN figure, which was licensed the right from me. I would like to give a new testimony that it is the ULTRAMAN figure that I did not license the right. It was the ULTRAMAN figure that made by the person (as per document Ror.16) and does not involve with me. Page 6 of document Ror.16 specifies that ULTRAMAN TIGA and page 7 specifies ULTRAMAN TIGA and ULTRAMAN DYNA. The two persons, whose is the seller, pursuant to document Ror.16 were filed in the criminal matter and the Court dismissed both cases. However, I cannot remember whether the Court would dismiss the case because the Defendant had no intention to commit the offence.

I do not know the issue as on page1 to 5 of document Ror.16.

I saw that the appointment of Opponent 2 to be the distributor of Opponent 1 is inaccurate because it was not comply with the order of the Supreme Court that ordered Opponent 1 to pay down the amount of Baht 12,000,0000, including the interest, and pay down the damages in the amount of Baht 120,000,000.

I certify that I am the owner of copyright in ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS. I am both the co-creator and receiver of the right transfer, pursuant to the agreement, although there was an appeal and the case still on the court's consideration.

Document Kor.5 is the case that I managed to arrest in seller of goods, infringed the ULTRAMAN copyright, similar to the case of Opponent 2, pursuant to document Ror.16. Those who were arrested agree to compromise and pay the compensation to me, the owner of copyright. However, for the opponent 2, pursuant to document Ror.16, I would like to insist that the Opponent 2 is not entitled. In the case of document Kor.9, if the person who was arrested does not consent, such person will be prosecuted such as on the document Kor.10. However, thereafter, the prosecuted person finally consented because there was a decision (as per document Kor.10). I specified that I authorized Mr. Prayoon Janyawong to draw the ULTRAMAN outline in HANUMAN AND 7 ULTRAMAN movie and I did not notify that Opponent 1 was the design-build. The reason I did not notify this because the police officer did not ask me and the movie, which was arrested pursuant to document Kor.10, was HANUMAN AND 7 ULTRAMAN, which I am the owner of copyright.

I do not know about the later pay down of the amount Baht 1,800,000 to the court by Opponent 1. Finally the Supreme Court accepted the case for further consideration.

Document Ror.6 to Ror.11 specifies explaining the list of statement. I requested the bank to show the information since 2001 in all the statements. However, the bank specifies the information since 1997. It is my accountant responsibility to manage whether I will have the list of account (as per document Ror.6 to Ror.11).

I do not know whether the Opponent 2 would broadcast on the ITV channel but, as far as I known, ITV PCL said that it never had an agreement with Opponent 2.

Answer the Opponent 2's attorney cross-Examination

I gave my opinion in the creation of ULTRAMAN since 1963 but ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS were created after the date on the dispute agreement (as per document Kor.4) in 1976. All the physical evidences (as per document WorRor.) are similar, as they were occurred after 1976, pursuant to document Kor.4.

Document Kor.6 is my Plaint which I alleged the Opponent 2 and director for the infringement in ULTRAMAN TIGA, ULTRAMAN DYNA, ULTRAMAN GAIA, ULTRAMAN COSMOS and ULTRAMAN KIDS, including alleged them for the infringement of "ULTRAMAN" trademark in both Thai and Roman. In addition, I also requested the Court to forbid Opponent 2 and director. The Court dismissed this case on the criminal matter but accepted the case on civil matter for further consideration, pursuant to document Kor.7. Thereafter, the Court dismissed the case on the civil matter, pursuant to document Kor.8. The petition for the Court to conduct the trial in this case also has the same requests as on the document Kor.6.

Answer the Requisitionist's attorney reexamination

The Court used to decide on the cases (as per document Kor.9 and Kor.10). The person who certified copy of document Kor.9 is Police Major Montree Pangklom, which used to give his witness statement.

The Plaintiff, Opponent 1, used to file this case against me claiming that I infringed the copyright and reported the false statement, pursuant to document Kor.9 and Kor.10. The allegation is that I reported the false statement that I am the owner of copyright in ULTRAMAN in order to wrongfully claimed for the exploitation from others. The Court had a decision to dismiss this allegation and the case was finished since 2000. Thereafter, the person involved or received damages pursuant to document Kor.9 and Kor.10 has never filed a legal proceeding against me.

The Court also used to consider on the case of HANUMAN AND 7 ULTRAMAN.

The Court decided that the action ground for the criminal matter (as per document Kor.6, Kor.7 and Kor.8) is not an offence according to the copyright law and decided to dismiss the case. The case needs to be trial, pursuant to criminal law by being the offense of defamation that needs to be trial in the Criminal Court. However, the Court did not decide on the copyright issue.

For the claim of infringement the trademark, I used to submit the application for registration of ULTRAMAN trademark and the Department of Intellectual Property decided to wait for the decision of this Court. As a result, the court dismissed this claim because I still did not register the trademark. However, I already submitted the appeal and the case still in the court. / read.

…….. (Signature) ……..Judge (record-read)

(Mr. Waracom Liangphan)

…… (Signature)…….Judge

(Mr. Notdon Kittikamra)

…… (Signature)…….Associate judge

(Mr. Santi Ratsuwan)

..... (Signature)……Witness/ Requisitionist

…... (Signature)….. Requisitionist's attorney

..... (Signature)….. Opponent 1's attorney

..... (Signature)….. Opponent 2's attorney

…… (Signature)…. Court officer